

THE BOSTON REDEVELOPMENT AUTHORITY

SECTION OF REDEVELOPER AND PROPRIETOR
OF PARCEL 14A, IN THE GOVERNMENT CENTER
AREA PROJECT NO. MASS. 2-35

The Boston Redevelopment Authority, (hereinafter
Authority), has entered into a contract
grant with the Federal Government under
of 1954, as amended, which contract
provides for financial assistance in the hereinafter identified

Document #4721

3/20/86

Mass. 2-35 (hereinafter referred to
as the "Contract") which contract provides for
local, State and Federal law; and

Authority is cognizant of the conditions that are
pertaining to the undertaking and carrying out of certain
financial assistance under said Title I,
prohibiting discrimination because of race,
color or national origin; and

One Faneuil Hall Square Limited Partnership has
been designated as Redeveloper of Parcel
14A, in the Government Center Urban Renewal Area; and

Authority is cognizant of Chapter 10, Section 10A
of the Massachusetts General Laws, as amended, which
provides for the prevention and prevention of damage to the

Authority is cognizant of the Boston Redevelopment

One Faneuil Hall Square Limited Partnership is and
has been designated as Redeveloper of Parcel 14A, in the

Authority has determined that One Faneuil Hall Square
has the qualifications and financial resources to
develop the land in accordance with the
plans for the Project Area.

Authority has determined that Parcel 14A by negotiation is the
best way to make the land available for

Authority has determined that the proposed
development will cause significant damage to or

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: FINAL DESIGNATION OF REDEVELOPER AND PROPOSED
DISPOSITION OF PARCEL 14A IN THE GOVERNMENT CENTER
URBAN RENEWAL AREA PROJECT NO. MASS. R-35

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provided for financial assistance in the hereinafter identified Project Area; and

WHEREAS, the Urban Renewal Plan for the Government Center Urban Renewal Area, Project No. Mass. R-35, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, One Faneuil Hall Square Limited Partnership has submitted a satisfactory proposal for the development of Parcel 14A in the Government Center Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That One Faneuil Hall Square Limited Partnership be and hereby is finally designated as Redeveloper of Parcel 14A in the Project Area.

2. That it is hereby determined that One Faneuil Hall Square Limited Partnership possesses the qualifications and financial resources necessary to develop the land in accordance with the Urban Renewal Plan for the Project Area.

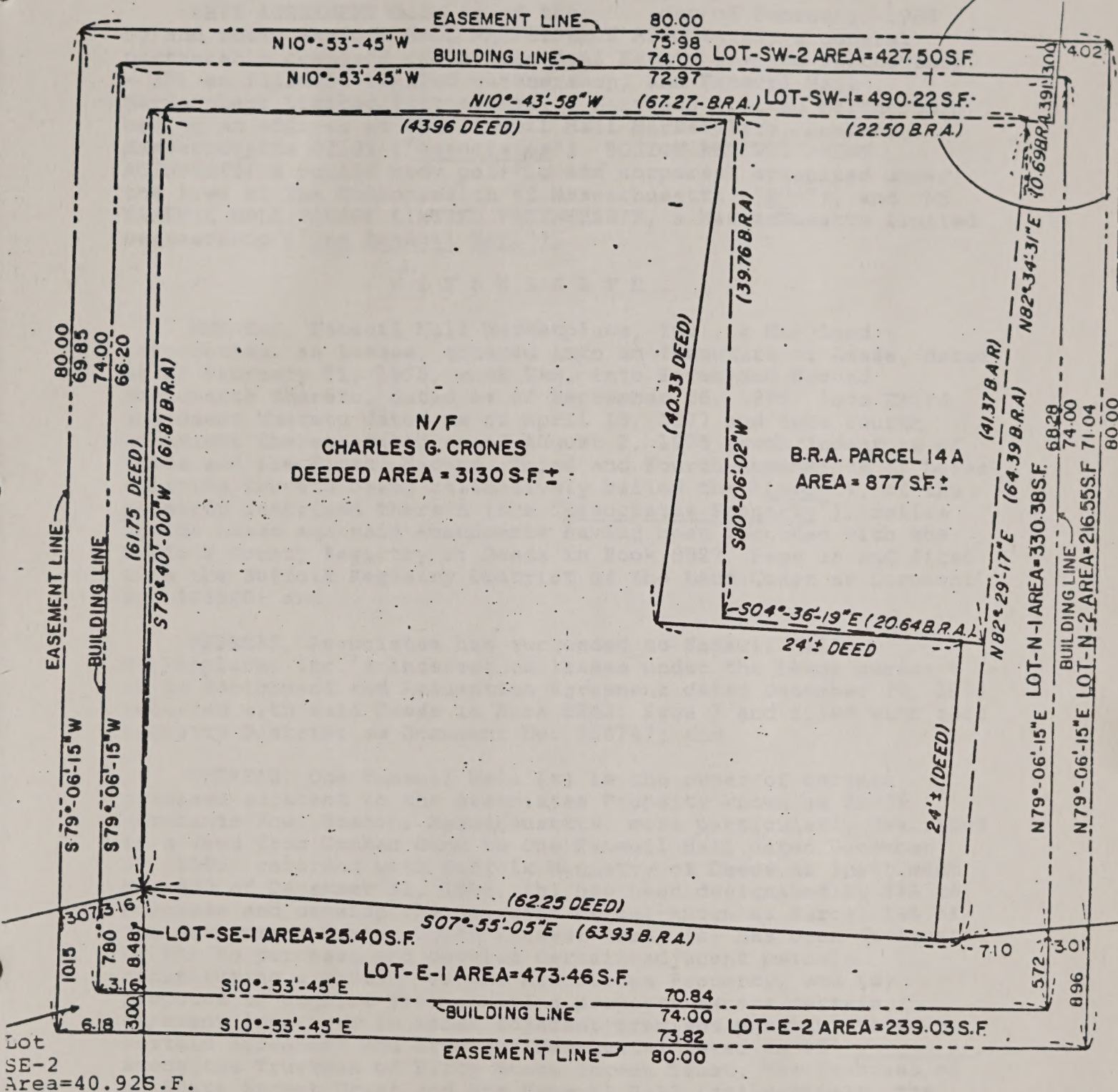
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.

4. That it is hereby found and determined that the proposed development will not result in significant damage to or

impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

5. That the Director is hereby authorized for and on behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and deed to Parcel 14A in the Authority's usual form and containing such other terms and conditions as the Director, in his sole discretion, may deem advisable.

6. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).



AGREEMENT AND GRANT OF EASEMENTS

THIS AGREEMENT made as of the day of February, 1986 by and among FANEUIL HALL MARKETPLACE ASSOCIATES, a general partnership composed of Carlyle Real Estate Limited Partnership - 75, an Illinois limited partnership, and Faneuil Hall Marketplace Limited Partnership, a Maryland limited partnership, having an address at One Faneuil Hall Marketplace, Boston, Massachusetts 02109 ("Associates"), BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the laws of The Commonwealth of Massachusetts ("BRA"), and ONE FANEUIL HALL SQUARE LIMITED PARTNERSHIP, a Massachusetts limited partnership ("One Faneuil Hall"),

W I T N E S S E T H

WHEREAS, Faneuil Hall Marketplace, Inc., a Maryland corporation, as lessee, entered into an Indenture of Lease, dated as of February 21, 1975, with BRA, into First and Second Amendments thereto, dated as of September 26, 1975, into Third Amendment thereto dated as of April 15, 1977 and into Fourth Amendment thereto dated as of August 2, 1978 (such Indenture of Lease and the First, Second, Third and Fourth Amendments of Lease relating thereto being collectively called the "Lease"), of the property described therein (the "Associates Property"), notice of the Lease and said Amendments having been recorded with the Suffolk County Registry of Deeds in Book 8827, Page 15 and filed with the Suffolk Registry District of the Land Court as Document No. 325980; and

WHEREAS, Associates has succeeded to Faneuil Hall Marketplace, Inc.'s interest as lessee under the Lease pursuant to an Assignment and Assumption Agreement dated December 29, 1975 recorded with said Deeds in Book 8842, Page 3 and filed with said Registry District as Document No. 326747; and

WHEREAS, One Faneuil Hall (a) is the owner of certain premises adjacent to the Associates Property known as 28-36 Merchants Row, Boston, Massachusetts, more particularly described in a deed from Graham Gund to One Faneuil Hall dated December 28, 1985, recorded with Suffolk Registry of Deeds as Instrument No. 430 of December 31, 1985, (b) has been designated by BRA to purchase and develop the adjacent parcel known as Parcel 14A of the Government Center Urban Renewal Area, (c) has been designated by BRA to purchase and develop certain adjacent parcels constituting a portion of the Associates Property, and (d) proposes to acquire from abutting property owners certain easement interests in other adjacent premises pursuant to a certain Agreement and Grant of Easements, dated as of _____, among the Trustees of Fifty State Street Trust, the Trustees of 60 State Street Trust and One Faneuil Hall (collectively, the "One Faneuil Hall Property"); and

WHEREAS, One Faneuil Hall intends to construct a new combined office and retail building (the "Building"), to be built substantially in accordance with the plans described on Exhibit A attached hereto (the "Building Plans") and to be situated substantially in accordance with the plan entitled "Easement Plan of Land in Boston (Boston Proper) Mass." dated November 7, 1985, prepared by Whitman & Howard, Inc., 45 William Street, Wellesley, Mass. and recorded herewith (the "Plan"); and

WHEREAS, it is contemplated that the Building will be located in part upon the One Faneuil Hall Property and in part upon, or over, the parcel shown as Easement Area A on the Plan, which parcel constitutes a portion of the Associates Property; and

WHEREAS, development of the Building requires certain permanent and temporary easements over the Associates Property; and

WHEREAS, by Instrument(s) of Taking dated March __, 1986 and recorded herewith, BRA has taken Lots E-1 and N-1 shown on the Plan (the "Parcel") and has also taken certain easements (the "Easements") over the Associates Property, all as further described therein; and

WHEREAS, by Quitclaim Deed of even date and recorded herewith, BRA has conveyed the Parcel to One Faneuil Hall; and

WHEREAS, by this Agreement, the BRA desires to grant the easements taken from Associates to One Faneuil Hall, all upon the terms and conditions herein set forth; and

WHEREAS, by a certain Consent to Taking and Agreement between One Faneuil Hall and Associates of even date herewith (the "Consent Agreement") Associates has consented to the taking of the Parcel and the Easements and conveyance of the Parcel and grant of the Easements by BRA to One Faneuil Hall upon the terms and conditions therein stated; and

WHEREAS, Associates desires to enter into this Agreement for the purpose of consenting to said taking and grant of said easements to One Faneuil Hall, and preserving its rights and privileges with respect to the Associates Property as set forth in the Lease, and for certain other purposes as set forth herein.

NOW, THEREFORE, in consideration of the agreements herein contained, and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I. GRANT OF PERMANENT EASEMENTS

BRA hereby grants to One Faneuil Hall permanent easements in and to the areas (the "Permanent Easement Areas") hereinafter described, for the purposes and subject to the limitations and conditions stated in this Agreement.

Section 1. Overhang Easement. A permanent, exclusive easement over, across and through that area of the Associates Property shown as "Easement 'A'" on the Plan ("Easement Area A") for the purposes of encroachment by, and for construction, reconstruction, use, operation, maintenance, repair, replacement, modification and removal of the Building and all fixtures, facilities, improvements, additions, modifications, and replacements thereof and thereto, now or hereafter constructed or located within the One Faneuil Hall Property.

Section 2. Maintenance and Repair Easement. A permanent, non-exclusive easement in, on, over and across that area of the Associates Property shown as "Easement 'B'" on the Plan ("Easement Area B") for the purposes of maintaining, repairing, replacing, rebuilding, modifying and removing the Building, or any successor structure, from time to time.

Section 3. Access Easement. A permanent, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall Square portions of the Associates Property for the purposes of pedestrian travel by One Faneuil Hall's employees, visitors, licensees, lessees, and contractors to and from the Building and the public rights of way in State Street, Merchants Row, Chatham Street and Congress Street and for the purposes of vehicular travel by emergency and trash removal vehicles servicing the Building, the latter of which shall not proceed beyond the service entrance to the Building or use said easement at any time other than between 8:00 p.m. and 8:00 a.m. and for more than 20 minutes at a time, and including the right, but not the obligation, to keep the same clear of any dirt, debris, snow and ice.

Section 4. Vault Easement. A permanent, exclusive easement to install, use, maintain, repair and replace under Faneuil Hall Square, in the premises described, respectively, as "Electric Vault" (the "Vault Area") and "Electric Conduit Area" on the Plan, two reinforced concrete transformer vaults (the "Vaults"), measuring, in the aggregate approximately 18 feet by 15 feet at grade, and four 5" PVC conduits encased in concrete from each such vault to the One Faneuil Hall Property, all to be as and in the location shown on said Plan, and to relocate the sewer line currently located in the Vault Area and to install, use, maintain, repair, remove and replace said sewer line in the

premises described as "Sewer Relocation Area" on the plan entitled "Easement Plan of Sanitary Sewer Relocation, Boston (Boston Proper) Mass." dated August 2, 1985, as revised September 11, October 8 and November 6, 1985 (the "Sewer Relocation Plan"), recorded herewith, all to be as and in the location shown on the Sewer Relocation Plan. This easement shall include the non-exclusive right to pass and repass over the former Merchants Row and Faneuil Hall Square portions of the Associates Property for the purposes of such pedestrian or vehicular travel by One Faneuil Hall and its employees, officers, licensees and contractors as may be necessary to carry out the installation, use, maintenance, removal, repair, replacement and relocation of the Vaults, said sewer line, and the water and sewer lines described in Section 5 of this Article. Any and all structures constructed or maintained pursuant to Sections 4 and 5 of this Article shall be and remain the property of One Faneuil Hall and shall not be deemed the property of BRA or Associates.

Section 5. Water and Sewer. A permanent, non-exclusive easement in, on, over, across, under and through those areas of the former Merchants Row and Faneuil Hall square portions of the Associates Property shown as "Water Area" and "Sewer & Drain Area" on the Plan for the purposes of installation, construction, relocation, maintenance, repair, removal and replacement of water pipes and connections and storm and sanitary sewer lines, all to be as and in the location shown on the Plan.

Section 6. Reserved Rights. The foregoing easements are granted subject to rights of others, as of the date hereof, in and to any water, gas, electric and other utility lines, vaults, wires, pipes and conduits on or contiguous to the Permanent Easement Areas, and the maintenance, repair, removal and replacement thereof.

Section 7. Condition of Permanent Easement Areas. Except as otherwise expressly provided in Section 3 of Article III hereof, the Permanent Easement Areas are delivered in an "as is" condition, and One Faneuil Hall agrees and acknowledges that BRA and Associates have made no representations, warranties or promises with respect to the Permanent Easement Areas or as to the suitability for use for any purposes, including the purposes contemplated by this Agreement.

ARTICLE II: GRANT OF TEMPORARY EASEMENTS

BRA hereby grants to One Faneuil Hall temporary easements in and to the areas hereinafter described (the "Temporary Easement Areas", and sometimes referred to hereinafter, collectively with the Permanent Easement Areas, as the "Easement Areas") for the purposes and subject to the limitations and conditions stated in this Agreement.

Section 1. Construction Easement. A temporary, exclusive construction easement in, on, over, across, under and through that area of the Associates Property shown as Construction Area (the "Construction Area") on the plan entitled "License Plan, Boston (Boston Proper) Mass.", dated August 9, 1985, revised September 18, 1985, recorded herewith, to construct, use, maintain, repair and replace a construction fence on former Faneuil Hall Square and former Merchants Row enclosing the Construction Area; to use the Construction Area for bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property; for storing construction materials; for maneuvering, operating, and parking construction equipment; for making minor excavations; for performing an archaeological survey of the One Faneuil Hall Property; and for demolition, excavation, construction, erection of scaffolding and ladders, and temporary storage of equipment and materials in connection with the construction of the Building.

Section 2. Construction Access Easement. A temporary, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall square portions of the Associates Property for the purposes of bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property and the Easement Areas in connection with construction of the Building; provided, however, that at all times during the course of construction One Faneuil Hall shall not permit any vehicles to use or major deliveries to be made using the Merchants Row portion of the Associates Property between the hours of 11 a.m. and 1 p.m.

Section 3. Expiration. The Temporary Construction Easements granted pursuant to this Article II shall terminate 30 days following the completion of the construction of the Building and shall in any event expire at midnight on August 31, 1989. The BRA agrees to extend the term of the Temporary Construction Easements for a reasonable period of time in the event that construction of the Building is delayed by reason of strikes or labor troubles, conditions of supply and demand, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency, or any other similar or dissimilar cause whatsoever beyond the control of One Faneuil Hall. BRA agrees that if the Building shall be substantially damaged or entirely destroyed by reason of fire or other casualty, or by the action of any public or quasi-public authority, BRA shall regrant the foregoing Temporary Construction Easements to One Faneuil Hall in connection with the repair, reconstruction or replacement of the Building, the term of such regranting Easements to be subject to the consent of Associates, not to be unreasonably withheld or delayed.

ARTICLE III: PROTECTION AND INDEMNIFICATION.

Section 1. Protection of Associates Property. One Faneuil Hall shall perform, or cause to be performed, all activities within the Easement Areas in a good and workmanlike manner, and in a fashion so as not to cause any damage to the Associates Property, and One Faneuil Hall will replace and repair, or cause to be replaced or repaired, any such damage, and remove all debris, equipment and other materials not intended to remain in accordance with the Building Plans.

Section 2. Indemnification. One Faneuil Hall agrees to indemnify, and save BRA and Associates harmless from and against any and all liability and claims and demands for damages, costs, expenses or compensation which may be imposed upon or asserted against BRA or Associates in connection with or arising out of (A) any failure of One Faneuil Hall to perform any of its obligations under this Agreement or under any license or permit necessary in the use and occupancy of the Parcel or the Easement Areas, or (B) any use of, or any act or omission occurring on, the One Faneuil Hall Property or the Easement Areas by One Faneuil Hall or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees.

Section 3. Reservation of Associates's Rights in Easement Areas. It is understood and agreed that, except and only to the extent necessary to effectuate the Permanent and Temporary Easements granted herein, Associates shall keep and retain all rights and privileges it has with respect to the Easement Areas, as set forth in the Lease.

Section 4. Condition of Easement Areas.

(A) Within thirty (30) days after the date of this Agreement, Associates shall remove at its own expense any and all personal property now located on the Parcel and the Permanent and Temporary Easement Areas, excepting any personal property now located on the Access Easement described in Section 3 of Article I hereof and the Construction Access Easement described in Section 2 of Article II hereof to the extent (i) said Access Easement and Construction Access Easement do not overlap any other Easement Area and (ii) such personal property does not materially adversely affect One Faneuil Hall's rights of access to the Easement Areas. If Associates fails to so remove such personal property within thirty (30) days after the date of this Agreement, One Faneuil Hall, at the sole expense of Associates, may remove the same without liability for any damages which may result to such property or any obligation to account for the same.

*defend,

(B) One Faneuil Hall shall maintain in good condition and repair and in compliance with all laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, all portions of the Building (or any successor structure) located in or over Easement Area A.

(C) With respect to any construction, reconstruction or rehabilitation conducted within the Easement Areas, One Faneuil Hall agrees to perform the same at One Faneuil Hall's expense in accordance with all applicable building codes, laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, employing all safety measures as may be required to avoid damage or injury to persons or property on the Associates Property; to secure all permits and approvals required in connection therewith, and, without limiting the generality of the foregoing, One Faneuil Hall specifically agrees to secure at its expense all zoning variances, special permits, approvals, exceptions or deviations which may be necessary with respect to the One Faneuil Hall Property and the Associates Property in order to accomplish the construction work herein described, excepting any work to be performed on behalf of Associates pursuant to the Consent Agreement.

(D) One Faneuil Hall shall promptly remove all structures, equipment and facilities from those Temporary Easement Areas as to which the rights and easements granted hereby shall have expired, terminated or been released pursuant to the provisions hereof, and at such time shall replace all such Areas to their prior condition.

ARTICLE IV: REAL ESTATE TAXES AND ASSESSMENTS

Section 1. Real Estate Taxes and Assessments.

(A) One Faneuil Hall covenants and agrees to pay, or to cause to be paid (i) all real estate taxes, sewer and water charges, betterments, assessments and similar charges levied, assessed or imposed at any time by any governmental authority upon or against Easement Area A, or any equipment, fixtures or improvements therein or thereon and (ii) all personal property taxes so levied, assessed or imposed upon or against the same, or upon or against any fixtures or other personal property located therein or thereon (all such real and personal taxes and charges being hereinafter collectively called "Real Estate Taxes").

(B) One Faneuil Hall covenants and agrees to pay, or cause to be paid, any increase in the real estate taxes, sewer and water charges, betterments, assessments and similar charges

levied, assessed or imposed at any time by any governmental authority upon or against any other Easement Areas to the extent that any such increase is reasonably attributable to the Easements herein granted (all such additional taxes and charges being hereinafter collectively called "Additional Taxes").

Section 2. Manner of Payment of Real Estate Taxes.

(A) One Faneuil Hall shall pay, or cause to be paid, all Real Estate Taxes, or any required installments thereof, directly to the taxing authority, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof.

(B) If at any time the real estate taxes assessed against the Associates Property shall be determined in accordance with the value of the land and improvements constituting the Associates Property, and if at such time Easement Area A is not then separately assessed for Real Estate Tax purposes, the following shall apply:

- (i) Until Easement Area A is separately assessed for Real Estate Tax purposes, One Faneuil Hall shall pay to Associates for each taxable year an amount equal to the Real Estate Taxes attributable to Easement Area A with respect to such year. The taxes attributed to Easement Area A shall be that proportion of the Real Estate Taxes assessed against the land (and not the improvements) constituting the Associates Property for tax assessment purposes as the area of the land constituting Easement Area A bears to the area of the land constituting the Associates Property; but in no event shall Associates be required to pay any increase in Real Estate Taxes resulting from any improvements upon Easement Area A.
- (ii) Any Real Estate Taxes relating to a partial tax year at such time shall be adjusted and prorated between Associates and One Faneuil Hall.
- (iii) From and after the date on which Easement Area A shall be separately assessed to One Faneuil Hall for Real Estate Tax purposes, One Faneuil Hall shall pay all Real Estate Taxes directly to the taxing authority.

(C) Any Additional Taxes relating to a partial tax year following the date on which such Additional Taxes are imposed shall be adjusted and prorated between Associates and One Faneuil Hall.

Section 3. Contest of Taxes.

(A) One Faneuil Hall shall have the right to contest in good faith and with due diligence, the amount, validity or application, in whole or in part, of any and all Real Estate Taxes and Additional Taxes, to file applications for reduction, refund or abatement of such Real Estate Taxes and Additional Taxes, and to prosecute any administrative or court proceedings in connection therewith in Associates's name, but only upon written notice to and with the consent of Associates, which consent shall not be unreasonably withheld or delayed, and without expense to Associates. Associates agrees to cooperate with One Faneuil Hall in all such proceedings.

(B) If law permits payment of any Real Estate Taxes or Additional Taxes to be deferred while challenging the amount due, without risk of loss, lien, levy or taking against Easement Area A, One Faneuil Hall may defer payment of the same as long as the validity or amount of any such Real Estate Taxes or Additional Taxes is being contested in good faith and with due diligence.

(C) To the extent any refund of any Real Estate Taxes or Additional Taxes may be based upon a payment made by or for the account of One Faneuil Hall, One Faneuil Hall shall be authorized to collect the same, subject to One Faneuil Hall's obligation to reimburse Associates, to the extent of such refunds, for any expense incurred by Associates in connection with any such proceedings.

ARTICLE V: UTILITIES AND SERVICES

One Faneuil Hall shall make, or cause to be made, all arrangements with governmental authorities and public utilities for provision of all utilities and utilities services to the Temporary and Permanent Easement Areas, including, without limitation, electricity, telephone, water, sewage and gas, excepting any such arrangements which are the responsibility of Associates under the Consent Agreement. One Faneuil Hall shall pay, or cause to be paid, as and when due, the expense of all utilities used or consumed by it, for its own or the Building's use, on the Temporary and Permanent Easement Areas, including installation, maintenance, use and servicing of all utilities and utilities services. Said expenses shall be the complete, direct and sole responsibility of One Faneuil Hall, and Associates shall be under no responsibility whatsoever with respect to any such utilities.

ARTICLE VI: INSURANCE

Section 1. Required Coverage. One Faneuil Hall shall obtain and maintain, or cause to be obtained and maintained, at its expense, comprehensive general public liability insurance against claims for bodily injury or death and damage to personal property occurring in, on or about the Temporary and Permanent Easement Areas, with limits to be not less than \$2,000,000 in respect of bodily injury or death to any one person, and not less than \$3,000,000 in respect of any one occurrence, and not less than \$500,000 for property damage.

Section 2. Provisions to be in Policies All insurance policies provided for in this Article VI shall be effected with insurers of recognized responsibility, qualified in the Commonwealth of Massachusetts. No such insurance shall be subject to cancellation or modification without at least twenty (20) days' prior written notice given by the insurance carrier to BRA and Associates and to all other insured parties. All such insurance shall:

(A) Name BRA, Associates, One Faneuil Hall and any mortgagee of Associates or One Faneuil Hall as insureds, as their respective interests may appear;

(B) Contain no provision under which BRA or Associates might be liable for any premiums thereon or subject to any assessments thereunder.

ARTICLE VII: ADDITIONAL COVENANTS AND AGREEMENTS

Section 1. Assignment. The easements granted hereby shall run with the land and be appurtenant to the One Faneuil Hall Property, and this Agreement and the agreements and covenants herein contained shall be binding on, and inure to the benefit of, the BRA, Associates and One Faneuil Hall and their respective successors and assigns and shall be covenants running with the land and a burden on the One Faneuil Hall Property and on the Associates Property. One Faneuil Hall and Associates shall have the absolute right to assign this Agreement to any mortgagee or successor in title with respect to the One Faneuil Hall Property or the Associates Property, without the necessity of obtaining the consent or approval of any of the other parties, provided, however, that the benefits and burdens hereof shall run with the land and be binding upon and inure to any mortgagee or successor in title without the necessity of a specific instrument of assignment of this Agreement.

Section 2. Mortgage; Mortgagee Rights.

(A) Any holder(s) of a first mortgage on the interest created hereby (the "first mortgagee") and any party claiming by, through or under the first mortgagee, shall have the benefit of the following provisions in addition to those elsewhere provided in this Agreement:

- (i) all notices or copies of notices which are by the terms of this Agreement to be given to the first mortgagee shall be in writing and shall be sent by certified mail to the first mortgagee at its address designated by notice in writing to BRA and Associates;
- (ii) no notice of default or termination given by BRA to One Faneuil Hall shall be effective unless a copy thereof is given to the first mortgagee concurrently with the sending of such notice to One Faneuil Hall;
- (iii) the first mortgagee shall have a reasonable period, not to exceed 30 days, after the receipt of such notice to cure the default or cause the same to be cured; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, and if Mortgagee commences to cure such default promptly after receipt of notice thereof, and thereafter prosecutes the curing of such default with all due diligence, such period of thirty (30) days shall be extended to a period of time necessary to cure such default with all due diligence;
- (iv) in the case of any default by One Faneuil Hall which is not capable of being cured by the payment of money, BRA and Associates each agrees that it will take no action to effect a termination of this Agreement or the estate granted hereby by reason of such default without first giving to the first mortgagee a reasonable period of time within which either (x) to obtain possession of the Easement Areas (including possession by a receiver) and to cure such default, in the case of a default which cannot be cured unless and until such mortgagee has obtained possession, or (y) to institute foreclosure proceedings and to complete such foreclosure, or otherwise to acquire the interests of One Faneuil Hall under this Agreement with diligence and without delay, in

the case of a default which cannot be cured by the first mortgagee, or to do both (x) and (y), and upon so doing this Agreement and the estate granted hereby shall not terminate but shall continue in full force and effect; provided, however, that nothing herein shall require the first mortgagee to begin or continue such possession or foreclosure proceedings or preclude BRA from exercising any rights or remedies under this Agreement with respect to any other defaults by One Faneuil Hall during any period of such forbearance.

(B) Notwithstanding the foregoing provisions of this Section 2 of Article VII, no first mortgagee who succeeds to the interests of One Faneuil Hall under this Agreement, and no successor claiming the interests of One Faneuil Hall by, through or under any such first mortgagee, shall be personally liable under this Agreement, except with respect to the payment, performance or observance of any obligation on the part of One Faneuil Hall to be paid, performed or observed during the period that such first mortgagee or such successor shall hold the interests of One Faneuil Hall under this Agreement.

Section 3. Risk. It is expressly covenanted and agreed that the exercise of the within easements by One Faneuil Hall or by its agents, employees, contractors, subcontractors, or any other person claiming by, through or under it, shall be solely at One Faneuil Hall's own risk. BRA makes no representations or warranties concerning the state or condition of the Easement Areas.

Section 4. Liens. All work to be performed in the exercise of the within easements by One Faneuil Hall or its agents, employees, contractors, subcontractors, tenants, and any person claiming by, through or under it shall be at One Faneuil Hall's sole expense. It shall be a condition of the within easements that no lien or account or notice of contract with respect to the Associates Property shall be permitted to be recorded against the said Property, or, if recorded, to remain undischarged for greater than 30 days, arising from any work or materials supplied to, by or for One Faneuil Hall, or its agents, employees, contractors or subcontractors, or any person claiming by, through or under it.

Section 5. Cooperation. BRA, Associates and One Faneuil Hall each covenants to exercise best efforts to obtain or to cause to be executed and delivered, at any time and from time to time, any instruments which may be reasonably required in connection with this Agreement by any party from any lender, mortgagee or prospective mortgagee, it being understood, however,

that if any lender or mortgagee of a party imposes a service fee or other charge in connection with any such instrument, such party shall not be required to obtain such instrument from its lender or mortgagee unless the party requesting the same agrees to pay such service fee or other charge.

ARTICLE VIII: CONDEMNATION; EMINENT DOMAIN

Section 1. Taking. If any part of the Easement Areas shall be taken by eminent domain or destroyed by the action of any public or quasi-public authority, or in the event of a conveyance in lieu thereof (collectively hereinafter referred to as a "Taking"), BRA, Associates and One Faneuil Hall shall together make one claim for an award for their combined interests in the Easement Areas and the net award received, including interest (after deduction of reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys' and experts' fees) shall be allocated among, and paid to, BRA, Associates and One Faneuil Hall, in proportion to the appraised values of their respective interests in the Easement Areas as of the day immediately preceding the day on which title to such Areas or portion thereof vests in the condemning authority, determined, in each case, in accordance with generally accepted appraisal principles; provided that the holder of any mortgage shall receive first from the portion of such award allocable to the mortgagor under such mortgage the unpaid principal and interest and other indebtedness secured by such mortgage.

Section 2. Cooperation Between BRA, Associates and One Faneuil Hall. One Faneuil Hall shall have the absolute right to choose counsel and direct all proceedings pursuant to this Article VIII. All rights to damages to the Easement Areas and One Faneuil Hall's interest hereunder shall be included in the award, and BRA, Associates and One Faneuil Hall hereby agree that their respective rights to such damages and awards shall be exclusively as set out herein. Each party covenants to execute and deliver, or to cause to be executed and delivered, such further instruments of assignment thereof as the others may from time to time request.

Section 3. Prosecution of Proceedings. Subject to the foregoing, One Faneuil Hall shall institute and prosecute all proceedings, including appeals, as may be required to obtain an adequate award for damages to the Easement Areas resulting from any Taking, such proceedings to be brought in the name of BRA, Associates or One Faneuil Hall or in the names of all of them, as such counsel shall determine. The costs of such proceedings shall be borne by One Faneuil Hall and upon receipt of the award One Faneuil Hall shall be reimbursed for reasonable costs out of the award before the application and payment thereof as provided in this Article. To the extent that such expenses need

not be paid until receipt of the award, the same shall be paid out of the award before the application and payment thereof as provided in this Article VIII. With respect to the foregoing proceedings, the parties hereto shall cooperate with the holders of mortgages on the Easement Areas (if any) in accordance with the provisions of such mortgages.

ARTICLE IX: NOTICES

All notices, requests, demands, consents, elections, approvals and other communications which may be or are required to be served or given hereunder (for the purposes of this Article being collectively called "Notices") shall be in writing and shall be delivered in hand (with receipt acknowledged in writing), or sent by postage paid first class mail or by registered or certified mail (return receipt requested), addressed if to BRA, City Hall, Boston, Massachusetts, if to Associates, c/o Office of the General Counsel, The Rouse Company, Columbia, Maryland 21044, with a copy to Faneuil Hall Management Office, One South Market Building, Boston, Massachusetts and if to One Faneuil Hall, c/o The Gunwyn Companies, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141, Attention: Peter E. Madsen, with a copy to Sullivan & Worcester, One Post Office Square, Boston, Massachusetts 02109, Attention: Timothy T. Hilton, Esq.

Each party agrees upon request to immediately acknowledge any such in-hand delivery or receipt. Either party may, by Notice given as aforesaid, change its address for all subsequent notices, except that neither party may require Notices to it to be sent to more than two addresses. Notices shall be deemed given when mailed in the manner aforesaid provided they are received in due course. Upon request of any mortgagee of the Permanent Easement Areas, copies of all Notices shall be given to such mortgagee at the address from time to time designated by any such mortgagee.

ARTICLE X: MISCELLANEOUS PROVISIONS

Section 1. Relationship of the Parties. Nothing contained herein shall be construed as creating the relationship of principal and agent, or of partnership, or of joint venture between BRA, Associates and One Faneuil Hall.

Section 2. Estoppel Certificates. At the request of BRA, One Faneuil Hall or Associates, at any time and from time to time, the others shall execute and deliver certificates concerning any provision of this Agreement or payments made under this Agreement which any lender, mortgagee or prospective mortgagee, or any purchaser or prospective purchaser, or any tenant or prospective tenant may reasonably request. The costs,

if any, incurred in connection with obtaining such certificates shall be borne by the party requesting the same.

Section 3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

Section 4. Interpretation. If any provision of this Agreement shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby. There are no oral or written agreements between BRA, Associates and One Faneuil Hall affecting this Agreement. This Agreement may be amended only by instrument in writing executed by BRA, Associates and One Faneuil Hall. The titles of the Articles and Sections contained herein are for convenience only and shall not be considered in construing this Agreement. Unless otherwise provided to the contrary herein, the words "BRA", "Associates" and "One Faneuil Hall" appearing in this Agreement shall be construed to mean those named herein and their respective successors in title and assigns, and those claiming through or under them respectively.

Section 5. Limitation of Liability.

A. The term "BRA", as used in this Agreement, so far as covenants or obligations to be performed by BRA are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Easement Areas, and in the event of any transfer or transfers of title to said Easement Areas, the BRA (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of the BRA contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of BRA shall, subject as aforesaid, be binding on the BRA, its successors and assigns only during and in respect of their respective successive periods of ownership of the Associates Property. One Faneuil Hall, including its successors and assigns, agrees it shall not assert or seek to enforce any claim for breach of this Agreement against any of BRA's assets other than BRA's interest in the Associates Property and in the rents, issues and profits thereof, and One Faneuil Hall agrees to look solely to such interest for the satisfaction of any liability of or claim against BRA under this Agreement, it being specifically agreed that in no event whatsoever shall BRA ever be personally liable for any such liability.

B. The term "Associates", as used in this Agreement, so far as covenants or obligations to be performed by Associates are concerned, shall be limited to mean and include only the

lessee or lessees at the time in question of the Easement Areas, and in the event of any transfer or transfers of the leasehold interest in said Easement Areas, Associates (and in case of any subsequent assignment or subletting, the then assignor or sublessor) shall be automatically freed and relieved from and after the date of such assignment or subletting of all liability for the performance of any covenants or obligations on the part of the Associates contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of Associates shall, subject as aforesaid, be binding on Associates, its successors and assigns only during and in respect of their respective successive periods of lease of the Associates Property. One Faneuil Hall, including its successors and assigns, agrees it shall not assert or seek to enforce any claim for breach of this Agreement against any of Associates's assets other than Associates's interest in the Associates Property and in the rents, issues and profits thereof, and One Faneuil Hall agrees to look solely to such interest for the satisfaction of any liability of or claim against Associates under this Agreement, it being specifically agreed that in no event whatsoever shall Associates*ever be personally liable for any such liability.

C. The term "One Faneuil Hall", as used in this Agreement, so far as covenants or obligations to be performed by One Faneuil Hall are concerned, shall be limited to mean and include only the owner or owners at the time in question of the One Faneuil Hall Property, and in the event of any transfer or transfers of title to the One Faneuil Hall Property, One Faneuil Hall herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of One Faneuil Hall contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of One Faneuil Hall shall, subject as aforesaid, be binding on One Faneuil Hall, its successors and assigns only during and in respect of their respective successive periods of ownership of the One Faneuil Hall Property. BRA and Associates, including their successors and assigns, each agrees it shall not assert or seek to enforce any claim for breach of this Agreement against any of One Faneuil Hall's assets other than One Faneuil Hall's interest in the One Faneuil Hall Property and in the rents, issues and profits thereof, and BRA and Associates each agrees to look solely to such interest for the satisfaction of any liability of or claim against One Faneuil Hall under this Agreement, it being specifically agreed that in no event whatsoever shall One Faneuil Hall or its successors or assigns

*or its successors or assigns (which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, beneficiaries, trustees and officers)

(which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, beneficiaries, trustees and officers) ever be personally liable for any such liability.

Section 6. Recording. It is intended by the parties hereto that this Agreement be recorded with the Suffolk Registry of Deeds at One Faneuil Hall's sole cost and expense within 90 days of the execution hereof.

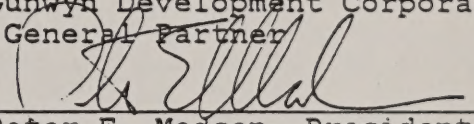
Executed as a sealed Massachusetts instrument on the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

Stephen Coyle, Director

ONE FANEUIL HALL SQUARE LIMITED
PARTNERSHIP

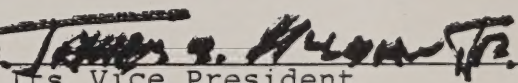
By: Gunwyn Development Corporation,
General Partner

By: 

Peter E. Madsen, President

FANEUIL HALL MARKETPLACE
ASSOCIATES

By: Faneuil Hall Marketplace, Inc.,
Managing Agent

By: 

Its Vice President

By: Carlyle Real Estate Limited
Partnership - 75, General
Partner

By: Carlyle - 75 Managers, Inc.,
General Partner

By: _____
Its

By: Faneuil Hall Marketplace
Limited Partnership,
General Partner

By: Quincy Market Corporation
General Partner

By: _____
Its

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

February 1, 1993

Then before me personally appeared Peter E. Madson, known to me to be the President of Quincy Development Corporation, who executed the within instrument as being of Quincy Development Corporation and acknowledged to me to his free will and the free and lawful act of said corporation and of the Faneuil Hall Square Limited Partnership.

Notary Public

My Commission Expires _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February , 1986

Then before me personally appeared Stephen Coyle, known to me to be the Director of the Boston Redevelopment Authority, who executed the within instrument on behalf of the Boston Redevelopment Authority and acknowledged the same to be his free act and deed and the free act and deed of said Authority.

Notary Public

My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February , 1986

Then before me personally appeared Peter E. Madsen, known to me to be the President of Gunwyn Development Corporation who executed the within instrument on behalf of Gunwyn Development Corporation and acknowledged same to his free act and deed and the free act and deed of said corporation and of One Faneuil Hall Square Limited Partnership.

Notary Public

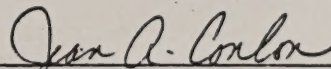
My Commission expires: _____

STATE OF Maryland

COUNTY OF Howard

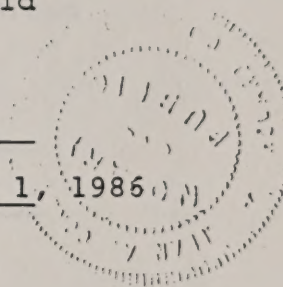
February 26 1986

Then before me personally appeared the above-named James B. McLean, Jr. , known to me to be the Vice President of Faneuil Hall Marketplace, Inc., who executed the foregoing on behalf of Faneuil Hall Marketplace, Inc., as Managing Agent of Faneuil Hall Marketplace Associates, and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation and of Faneuil Hall Marketplace Associates, and on oath stated he was authorized to execute the foregoing on behalf of said corporation and Faneuil Hall Marketplace Associates.



Notary Public

My commission expires: July 1, 1986



STATE OF

COUNTY OF

February , 1986

Then before me personally appeared the above-named _____, known to me to be the _____ of Carlyle-75 Managers, Inc., who executed the foregoing instrument on behalf of Carlyle-75 Managers, Inc., general partner of Carlyle Real Estate Limited Partnership-75, general partner of Faneuil Hall Marketplace Associates, and acknowledged the same to be his free act and deed and the free act and deed of Carlyle-75 Managers, Inc., Carlyle-Real Estate Limited Partnership-75 and Faneuil Hall Marketplace Associates.

Notary Public

My Commision expires: _____

STATE OF

COUNTY OF

February , 1986

Then before me personally appeared the above-named _____, known to me to be the _____ of Quincy Market Corporation, Inc., who executed the foregoing instrument on behalf of Quincy Market Corporation, general partner of Faneuil Hall Marketplace Limited Partnership, general partner of Faneuil Hall Marketplace Associates, and acknowledged the same to be his free act and deed and the free act and deed of Quincy Market Corporation, Faneuil Hall Marketplace Limited Partnership and Faneuil Hall Marketplace Associates.

Notary Public

My Commission expires:

JOINDER

(to Agreement and Grant of Easements)

WHEREAS, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("Teachers") is the owner and holder of the nine certain Mortgages recorded with the Suffolk County Registry of Deeds and filed with the Suffolk County Registry District of the Land Court as hereinafter described:

1. Mortgage from Faneuil Hall Marketplace, Inc. (hereinafter also referred to as "Faneuil") to The Chase Manhattan Bank (National Association), (hereinafter "Chase") dated September 30, 1975 recorded with Suffolk County Registry of Deeds in Book 8827, Page 68 and filed with the Suffolk County Registry District of the Land Court as Document No. 325982, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$15,500,000.00, which Mortgage has been assigned to Teachers by Chase by Assignment of Mortgage dated June 21, 1978 recorded with said Deeds in Book 9070, Page 35 and filed with said District as Document No. 339504, and has been supplemented, consolidated and confirmed as a coordinate first mortgage by a Supplemental Mortgage from Faneuil Hall Marketplace Associates ("Associates") to Teachers, dated June 21, 1978, recorded with said Deeds in Book 9070, Page 41 and filed with said District as Document No. 339507 (hereinafter said Mortgage as so supplemented, consolidated and confirmed by said Supplemental Mortgage is referred to as "First Mortgage");
2. Mortgage (Mortgage A) from Faneuil to Chase dated September 30, 1975 recorded with said Deeds in Book 8827, Page 127 and filed with said District as Document No. 325984 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Second Mortgage");
3. Mortgage (Mortgage B) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 185 and filed with said District as Document No. 325986 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Third Mortgage");
4. Mortgage (Mortgage C) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 243 and filed with said District as Document No. 325988, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fourth Mortgage");

5. Mortgage (Mortgage D) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 301 and filed with said District as Document No. 325990, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fifth Mortgage");
6. Mortgage (Mortgage E) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 359 and filed with said District as Document No. 325992, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Sixth Mortgage");
7. Mortgage from Associates to Chase dated June 21, 1978 recorded with said Deeds in Book 9070, Page 103 and filed with said District as Document No. 339512, securing Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$2,900,000.00 (hereinafter called "Seventh Mortgage");
8. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 181 and filed with said District as Document No. 339515, securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$750,000.00 (hereinafter called "Eighth Mortgage");
9. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 259 and filed with said District as Document No. 339518 securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$448,000.00 (hereinafter called "Ninth Mortgage"); and

Said Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Mortgages were assigned by Chase to Teachers by assignment of Mortgages dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 5 and filed with the Suffolk County Registry District of the Land Court as Document No. 345779, and all of said nine Mortgages have been confirmed, modified and consolidated into a single first lien by a Supplemental Mortgage and Consolidation and Modification Agreement from Associates to Teachers dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 19 and filed with the Suffolk Registry District of the Land Court as Document No. 345789 and

which nine Mortgages convey certain premises of which the Parcel and Easement Areas described in the foregoing Agreement and Grant of Easements is a part,

For TEN (\$10.00) DOLLARS and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Teachers does hereby consent to Associates entering into the Agreement and Grant of Easements by and between Boston Redevelopment Authority, One Faneuil Hall Square Limited Partnership, and Associates to which this Joinder is attached and agrees that in the event that Teachers succeeds to the interest of Associates in the premises conveyed by the Mortgages by foreclosure or deed in lieu thereof it shall be bound by the terms and provisions of the Agreement and Grant of Easements to which this Joinder is attached.

EXECUTED as a sealed instrument this _____ day of _____, 1986.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

By _____

STATE OF NEW YORK

City and County)
of New York) SS:

, 1986

Then personally appeared the above named _____
the _____, and _____, the _____
_____, respectively of Teachers Insurance and Annuity
Association of America, who are personally known to me, and being
duly sworn, did state and affirm that they are the _____

and _____, respectively of Teachers Insurance and Annuity Association of America and as such duly authorized to execute and deliver the foregoing Joinder for and on behalf of said Teachers Insurance and Annuity Association of America, and acknowledged the foregoing Joinder to be the free act and deed of Teachers Insurance and Annuity Association of America,

before me,

Notary Public

My commission expires:

SUFFOLK, SS.

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an Order of Taking dated _____, 1986 relating to portions of the GOVERNMENT CENTER URBAN RENEWAL AREA, MASS. R-35, be executed together with a Plan entitled, "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated November 7, 1985, a Plan entitled, "Taking Plan II, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated August 2, 1985, and a Plan entitled "Taking Plan III, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated August 9, 1985, and made a permanent part of these proceedings, a copy of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty

Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST:

Secretary of the Boston
Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority adopted and filed in the Suffolk County Registry of Deeds, Book 7600, page 3, an Order of Taking, dated October 25, 1961, and in Book 7971, page 287, an Order of Taking, dated July 29, 1965, concerning and describing the Government Center Urban Renewal Area, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Redevelopment Authority, in accordance with the provisions of Section 26P, sub-paragraph (b) of said Housing Authority Law has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by General Laws (Ter. Ed.) Chapter 79, section 40;

NOW THEREFORE, BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of the Housing Authority Law and without limiting the generality of the foregoing, of Section 26P, of General Laws (Ter.Ed.) Chapter 79, and of any and every power and authority to it granted or implied hereby takes for itself in fee simple by eminent domain for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as

hereinafter described in Annex A, together with any and all easements and rights appurtenant hereto, including the trees, buildings and other structures standing upon or affixed thereto.

AND FURTHER ORDERED, that the Boston Redevelopment Authority, acting under the provisions of the Housing Authority Law and without limiting the generality of the foregoing, of Section 26P of General Laws (Ter.Ed.) Chapter 79, and of any and every power and authority to it granted or implied hereby takes for itself by eminent domain the permanent and temporary easements hereinafter described in Annex B, subject to the limitations therein set forth or referred to, for the purposes hereinbefore set forth or referred to, provided, however, that no rights and privileges of Associates under the Lease (as such terms are defined in Annex B) are taken with respect to the Easement Areas as described in Annex B except and only to the extent necessary to effectuate the Permanent and Temporary Easements.

AND FURTHER ORDERED, that in accordance with the provisions of the General Laws, Chapter 79, section 6, as amended, no awards are made by the Boston Redevelopment Authority.

AND FURTHER ORDERED, that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be

signed in the name and behalf of the Boston Redevelopment Authority.

DATED:

BOSTON REDEVELOPMENT AUTHORITY

By:

ATTEST:

Secretary of the Boston
Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

GOVERNMENT CENTER URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following parcel of land is to be taken by this order of taking:

A certain parcel of land, located on Merchants Row in Boston, and bounded and described as follows:

Easterly	by Merchants Row, in two courses, 70.84 feet and 3.16 feet;
Southerly	by land N/F of Bertram A. Druker, Trustee, 7.80 feet;
Southwesterly	again by land N/F of Bertram A. Druker, Trustee, 3.16 feet;
Southerly	again by land N/F of Bertram A. Druker, Trustee, 61.75 feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, in three courses, 1.0 feet, 67.27 feet and 2.00 feet;
Southerly	again by land N/F of Bertram A. Druker, Trustee, 3.91 feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, 0.81 feet;
Northerly	by Faneuil Hall Square, in two courses 68.03 feet and 5.97 feet.

Said parcel is shown as Lots SE-1, E-1 and N-1, B.R.A. Parcel 14A, and the Graham Gund parcel on the plan entitled, "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County) Massachusetts", prepared by Whitman & Howard, Inc., dated November 7, 1985, and recorded in the Suffolk County Registry of Deeds simultaneously herewith ("Taking Plan I").

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

GOVERNMENT CENTER URBAN RENEWAL AREA

EASEMENT TAKING DESCRIPTION

1. Permanent Easements

Overhang Easement. A permanent, exclusive easement over, across and through that area of the premises leased by Faneuil Hall Marketplace Associates ("Associates"), a Maryland limited partnership, successor to Faneuil Hall Marketplace, Inc., a Maryland corporation, as lessee under an Indenture of Lease, dated as of February 21, 1975, with the Boston Redevelopment Authority, into First and Second Amendments thereto dated as of September 26, 1975, into Third Amendment thereto dated as of April 15, 1977 and into Fourth Amendment thereto dated as of August 2, 1978 (such Indenture of Lease and First, Second, Third and Fourth Amendments thereto being collectively called the "Lease") of the property described therein (the "Associates Property"), notice of the Lease having been recorded with the Suffolk County Registry of Deeds in Book 8827, Page 15 and filed with the Suffolk Registry District of the Land Court as Document No. 325980, shown as "Easement A" ("Easement Area A") on the plan entitled "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts", dated November 7, 1985 ("Taking Plan I") to be recorded herewith, as more particularly described below, for the

purposes of encroachment by, and for construction, reconstruction, use, operation, maintenance, repair, replacement, modification and removal of a building (the "Building") and all fixtures, facilities, improvements, additions, modifications, and replacements thereof and thereto, now or hereafter constructed or located within the property described in Annex A (the "One Faneuil Hall Property"). The overhang easement area is more particularly described as follows:

EASEMENT A:

PARCEL 1 (Lot E-2)

A certain parcel of land located on Merchants Row in Boston and described as follows:

EASTERLY: by Merchants Row, 73.82 feet;
SOUTHERLY: again by Merchants Row, 3.00 feet;
WESTERLY: by Lot E-1, 70.84 feet;
SOUTHERLY: by Lot E-1, 5.97 feet;
WESTERLY: by Faneuil Hall Square, 3.02 feet;
NORTHERLY: again by Faneuil Hall Square, 9.31 feet,
containing an area of 239.03 square feet.

Said parcel is shown as Lot E-2 on Taking Plan I.

PARCEL 2 (Lot N-2)

A certain parcel of land located on Faneuil Hall Square in Boston and bounded and described as follows:

EASTERLY: by Lot E-2, 3.02 feet;
SOUTHERLY: by Lot N-1, 68.03 feet;

EASTERLY: by Lot N-1, 0.81 feet;
SOUTHERLY: by land N/F of Bertram A. Druker, Trustee,
3.00 feet;
WESTERLY: by Faneuil Hall Square, 3.63 feet;
NORTHERLY: by Faneuil Hall Square, 70.69 feet, containing
an area of 216.55 square feet.

Said parcel is shown as Lot N-2 on Taking Plan I.

PARCEL 3 (Lot SE-2)

A certain parcel of land located on Merchants Row in Boston and bounded and described as follows:

EASTERLY: by Merchants Row, 6.18 feet;
SOUTHERLY: by Merchants Row, 10.15 feet;
SOUTHWESTERLY: by land N/F of said Bertram A. Druker, Trustee,
3.07 feet;
NORTHERLY: by Lot SE-1, 7.80 feet;
WESTERLY: again by Lot SE-1, 3.16 feet;
NORTHERLY: by Lot E-2, 3.00 feet, containing an area of
40.92 square feet.

Said parcel is shown as Lot SE-2 on Taking Plan I.

Maintenance and Repair Easement. A permanent, non-exclusive easement in, on, over and across that area of the Associates Property shown as "Easement B" ("Easement Area B") on Taking Plan I for the purposes of maintaining, repairing, replacing, rebuilding, modifying and removing the Building, or any successor structure, from time to time. The maintenance and repair easement area is more particularly described as follows:

EASEMENT B

A certain parcel of land located on Merchants Row in Boston and described as follows:

EASTERLY: by Merchants Row in two courses, 80.78 feet and 13.22 feet;

SOUTHERLY: again by Merchants Row, 12.57 feet;

SOUTHWESTERLY: by land N/F of Bertram A. Druker, Trustee, 7.17 feet;

NORTHERLY: by Lot SE-2, 10.15 feet;

WESTERLY: by Lot SE-2 and Lot E-2 in two courses, 6.18 feet and 73.82 feet;

SOUTHERLY: by Lot E-2 and Lot N-2 in two courses, 9.31 feet and 70.69 feet;

EASTERLY: by Lot N-2, 3.63 feet;

SOUTHERLY: by land N/F of Bertram A. Druker, Trustee, 7.02 feet;

WESTERLY: by Faneuil Hall Square, 10.21 feet;

NORTHERLY: again by Faneuil Hall Square, 90.00 feet.

Containing an area of 1,343.00 square feet, being shown as Easement "B" on Taking Plan I.

Access Easement. A permanent, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall Square portions of the Associates Property for the purposes of pedestrian travel by the employees, visitors, licensees, lessees, and contractors of the owner of the One Faneuil Hall Property to and from the Building and the public rights of way in State Street, Merchants Row, Chatham Street and Congress Street and for the purposes of vehicular travel by emergency and

trash removal vehicles servicing the Building, the latter of which shall not proceed beyond the service entrance to the Building or use said easement at any time other than between 8:00 p.m. and 8:00 a.m. and for more than 20 minutes at a time, and including the right, but not the obligation, to keep the same clear of any dirt, debris, snow and ice.

Vault Easement. A permanent, exclusive easement to install, use, maintain, repair and replace under Faneuil Hall Square, in the premises described, respectively, as "Electric Vault" (the "Vault Area") and "Electric Conduit Area" (the "Conduit Area") on Taking Plan I, two reinforced concrete transformer vaults (the "Vaults") measuring, in the aggregate, approximately 18 feet by 15 feet at grade, and four 5" PVC conduits encased in concrete from each such vault to the One Faneuil Hall Property, all to be as and in the location shown on Taking Plan I, and to relocate the sewer line currently located in the Vault Area and to install, use, maintain, repair, remove and replace said sewer line in the premises described as "Taking Area" (the "Sewer Relocation Area") on the plan entitled "Taking Plan II, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts" dated August 2, 1985 ("Taking Plan II"), to be recorded herewith, all to be as and in the location shown on Taking Plan II. This easement shall include the non-exclusive right to pass and repass

over the former Merchants Row and Faneuil Hall Square portions of the Associates Property for the purposes of such pedestrian or vehicular travel by the owner of the One Faneuil Hall Property and its employees, officers, licensees and contractors as may be necessary to carry out the installation, use, maintenance, removal, repair, replacement and relocation of the Vaults and said water and sewer lines.

The Vault Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 15.00 feet;
EASTERLY: again by Faneuil Hall Square, 18.00 feet;
SOUTHERLY: again by Faneuil Hall Square, 15.00 feet;
WESTERLY: again by Faneuil Hall Square, 18.00 feet.

Said parcel is shown as "Electric Vault" on Taking Plan I.

The Conduit Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 5.00 feet;
EASTERLY: again by Faneuil Hall Square, 7.50 feet;
SOUTHERLY: by BRA Parcel 14A, 5.01 feet;
WESTERLY: by Faneuil Hall Square, 7.20 feet.

Said parcel is shown as "Electric Conduit Area" on Taking Plan I.

The Sewer Relocation Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHEASTERLY: by Faneuil Hall Square, 10.00 feet;
SOUTHEASTERLY: again by Faneuil Hall Square, 54.80 feet;
SOUTHWESTERLY: again by Faneuil Hall Square, 10.00 feet;
NORTHWESTERLY: again by Faneuil Hall Square, 54.80 feet,
containing an area of 548.0 feet.

Said parcel is shown as "Taking Area" on Taking Plan II.

Water and Sewer. A permanent, non-exclusive easement in, on, over, across, under and through those areas of the former Merchants Row and Faneuil Hall Square portions of the Associates Property shown as "Water Area" and "Sewer & Drain Area" on Taking Plan I for the purposes of installation, construction, relocation, maintenance, repair, removal and replacement of water pipes and connections and storm and sanitary sewer lines, all to be as and in the location shown on Taking Plan I. The Water and Sewer Easement Areas are more particularly described as follows:

PARCEL 1 (WATER AREA)

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 5.00 feet;
EASTERLY: again by Faneuil Hall Square, 9.00 feet;

SOUTHERLY: again by Faneuil Hall Square, 5.00 feet;

WESTERLY: again by Faneuil Hall Square, 9.00 feet.

Said parcel is shown as "Water Area" on Taking Plan I.

PARCEL 2 (WATER AREA)

A certain parcel of land located on Merchants Row in Boston and described as follows:

NORTHERLY: by Merchants Row, 13.00 feet;

EASTERLY: again by Merchants Row, 8.00 feet;

SOUTHERLY: again by Merchants Row, 13.00 feet;

WESTERLY: by Lot E-1, 8.00 feet.

Said parcel is shown as "Water Area" on Taking Plan I.

PARCEL 3 (SEWER & DRAIN AREA)

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 8.00 feet;

EASTERLY: again by Faneuil Hall Square, 49.51 feet;

SOUTHERLY: by Lot N-1, 8.01 feet;

WESTERLY: by Faneuil Hall Square, 50.00 feet.

Said parcel is shown as "Sewer & Drain Area" on Taking Plan I.

2. Temporary Easements

Construction Easement. A temporary, exclusive construction easement in, on, over, across, under and through that area of the Associates Property shown as "Taking Area" (the "Construction Easement Area") on the plan entitled "Taking Plan III, Government Center Redevelopment Project R-35, Boston Redevelopment

Authority, Boston (Suffolk County), Massachusetts" dated August 9, 1985 ("Taking Plan III") to construct, use, maintain, repair and replace a construction fence on former Faneuil Hall Square and former Merchants Row enclosing the Construction Area; to use the Construction Area for bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property; for storing construction materials; for maneuvering, operating, and parking construction equipment; for making minor excavations; for performing an archaeological survey of the One Faneuil Hall Property; and for demolition, excavation, construction, erection of scaffolding and ladders, and temporary storage of equipment and materials in connection with the construction of the Building. The Construction Easement Area is more particularly described as follows:

A certain parcel of land located on Merchants Row in Boston and described as follows:

NORTHERLY:	by Faneuil Hall Square, 14.10 feet;
EASTERLY:	by Merchants Row in two courses, 80.78 feet and 11.22 feet;
SOUTHERLY:	by Merchants Row, 13.02 feet;
SOUTHWESTERLY:	by land N/F of Bertram A. Druker, Trustee, 5.12 feet;
NORTHERLY:	by Lot SE-2, 10.15 feet;
WESTERLY:	by Lot SE-2 and Lot E-2 in two courses, 6.18 feet and 73.82 feet;
SOUTHERLY:	by Lot E-2 and Lot N-2 in two courses, 9.31 feet and 70.69 feet;

EASTERLY: by Lot N-2, 3.63 feet;
SOUTHERLY: by land N/F of Bertram A. Druker, Trustee,
8.17 feet;
NORTHWESTERLY: by Faneuil Hall Square, 7.19 feet;
WESTERLY: again by Faneuil Hall Square, 23.74 feet;
NORTHERLY: again by Faneuil Hall Square, 10.70 feet;
WESTERLY: again by Faneuil Hall Square, 7.20 feet;
NORTHERLY: again by Faneuil Hall Square, 58.57 feet;
EASTERLY: again by Faneuil Hall Square, 7.00 feet;
NORTHERLY: again by Faneuil Hall Square, 3.69 feet;
NORTHEASTERLY: again by Faneuil Hall Square, 13.14 feet,
containing an area of 2,613.79 square feet.

Said parcel is shown as "Taking Area" on Taking Plan III.

Construction Access Easement. A temporary, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall Square portions of the Associates Property for the purposes of bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property and the easement areas described herein in connection with construction of the Building; provided, however, that at all times during the course of construction the owner of the One Faneuil Hall Property shall not permit any vehicles or major deliveries to be made using the Merchants Row portion of the Associates Property between the hours of 11:00 a.m. and 1:00 p.m.

Expiration. The foregoing Construction Easement and Construction Access Easement (collectively, the "Temporary Construction Easements") shall terminate 30 days following the completion of the construction of the Building and shall in any event expire at midnight on August 31, 1989, except that the Boston Redevelopment Authority agrees to extend the Temporary Construction Easements for a reasonable period of time in the event that construction of the Building is delayed by reason of strikes or labor troubles, conditions of supply and demand, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency, or any other similar or dissimilar cause whatsoever beyond the control of the owner of the One Faneuil Hall Property. If the Building shall be substantially damaged or entirely destroyed by reason of fire or other casualty, or by the action of any public or quasi-public authority, the foregoing Temporary Construction Easements shall be reinstated in connection with the repair, reconstruction or replacement of the Building, the term of such reinstated Temporary Construction Easements to be subject to the consent of Associates, which consent shall not be unreasonably withheld or delayed.

CONSENT TO TAKING AND AGREEMENT

This Consent to Taking and Agreement ("this Agreement") made and entered into as of the _____ day of February 1986 by and between FANEUIL HALL MARKETPLACE ASSOCIATES, a general partnership composed of Carlyle Real Estate Limited Partnership-75, an Illinois limited partnership, and Faneuil Hall Marketplace Limited Partnership, a Maryland limited partnership, having an address at One Faneuil Hall Marketplace, Boston, Massachusetts 02109 ("Associates") and ONE FANEUIL HALL SQUARE LIMITED PARTNERSHIP, a Massachusetts limited partnership, having an address c/o The Gunwyn Companies, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141 ("One Faneuil Hall").

W I T N E S S E T H:

WHEREAS, Faneuil Hall Marketplace, Inc., a Maryland corporation, as lessee, entered into an Indenture of Lease dated as of February 21, 1975 with the Boston Redevelopment Authority, a public body politic and corporate organized under the laws of The Commonwealth of Massachusetts (the "BRA"), and into First and Second Amendments thereto dated as of September 26, 1975, into a Third Amendment thereto dated as of April 15, 1979, and into a Fourth Amendment thereto dated as of August 2, 1978 (such Indenture of Lease and the First, Second, Third and Fourth Amendments of Lease relating thereto being collectively called the "Lease") of the property described therein (the "Associates Property"), notice of the Lease having been recorded with the Suffolk County Registry of Deeds in Book 8827 Page 15 and filed with the Suffolk Registry District of the Land Court as Document No. 325980;

WHEREAS, Associates has succeeded to Faneuil Hall Marketplace, Inc.'s interest as lessee under the Lease pursuant to an Assignment and Assumption Agreement dated December 29, 1975 recorded with said Registry of Deeds in Book 8842 Page 3 and filed with said Registry District as Document No. 326747;

WHEREAS, One Faneuil Hall (a) is the owner of certain premises adjacent to the Associates Property known as 28-36 Merchants Row, Boston, Massachusetts, more particularly described in a deed from Graham Gund to One Faneuil Hall dated December 28, 1985 recorded with said Deeds as Instrument No. 430 of December 31, 1985, (b) has been designated by the BRA to purchase and develop the adjacent parcel known as Parcel 14A of the Government Center Urban Renewal Area, and (c) proposes to acquire from abutting property owners certain easement interests in other adjacent premises pursuant to a certain Agreement and Grant of Easements, dated as of _____, among the Trustees of Fifty State Street Trust, the Trustees of 60 State Street Trust, and One Faneuil Hall (collectively the "One Faneuil Hall Property");

WHEREAS, One Faneuil Hall intends to construct a new combined office and retail building (the "Building"), to be situated substantially in accordance with the plan entitled "Easement Plan of Land in Boston (Boston Proper) Mass." dated November 7, 1985, prepared by Whitman & Howard, Inc., 45 William Street, Wellesley, Mass. (the "Easement Plan"), attached hereto as Exhibit A and to be filed with said Registry of Deeds on the date hereof;

WHEREAS, One Faneuil Hall intends to construct the Building substantially in accordance with the plans and specifications set forth in the schedule attached hereto as Exhibit B (the "Building Plans");

WHEREAS, it is contemplated that the Building will be located in part upon the One Faneuil Hall Property and in part upon Lots E-1 and N-1 as shown on the Plan, which parcels constitute a portion of the Associates Property (collectively, the "Parcel");

WHEREAS, the BRA intends to take by eminent domain all interests in the Parcel and to convey the same to One Faneuil Hall, and intends also to take by eminent domain and grant to One Faneuil Hall (a) certain permanent and temporary easements over that portion of the Associates Property shown as Easement Areas A and B on the Easement Plan for the purposes of encroachment of and constructing, maintaining, repairing, and rebuilding the Building, (b) certain permanent easements over a portion of the Associates Property as hereinafter described for the purposes of constructing, maintaining, installing, repairing and relocating an electrical transformer and vault and certain water and sewer lines (the "Utility Easement Areas"), and (c) certain permanent, non-exclusive easements for pedestrian and vehicular travel over the walkways and plazas providing access to the public to the Associates Property, all as hereinafter further set forth (all such permanent and temporary easements being sometimes hereinafter collectively called the "Easements", and the areas over which the Easements are granted being hereinafter called the "Easement Areas"); and

WHEREAS, Associates has agreed to consent to the taking of the Easements and the Parcel and conveyance of the Easements and the Parcel by the BRA to One Faneuil Hall, provided that One Faneuil Hall provides certain agreements with Associates to ensure the development of the One Faneuil Hall Property in a manner in keeping with the high quality of Faneuil Hall Marketplace (the "Marketplace"), all as hereinafter further set forth.

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter contained, Associates and One Faneuil Hall hereby agree as follows:

1. Consent. Associates hereby consents to (a) the taking by eminent domain by the BRA of any and all interests Associates may have pursuant to the Lease or otherwise in and to the Parcel, (b) the taking by eminent domain by the BRA of the Easements over the Associates Property described in Articles I and II of that certain Agreement and Grant of Easements (the "Grant of Easements") by and among Associates, the BRA, and One Faneuil Hall, of even date and recorded with said Registry of Deeds simultaneously herewith, and (c) the conveyance of the Parcel and grant of the Easements to One Faneuil Hall, and Associates hereby releases all claims it may have for damages or compensation with respect thereto.

2. Reservation of Associates's Rights in Easement Areas. It is understood and agreed that, except and only to the extent necessary to effectuate the Permanent and Temporary Easements granted herein, Associates shall keep and retain all rights and privileges it has with respect to the Easement Areas, as set forth in the Lease.

3. Use of Premises.

(a) One Faneuil Hall shall use the Parcel only in connection with the construction and operation of the Building, or any successor structure, and may use the Parcel for any use not inconsistent with the Government Center Urban Renewal Plan covering the Associates Property, as the same may be modified and in force from time to time.

(b) One Faneuil Hall shall attempt to locate retail tenants or subtenants for the retail areas of the Building of a quality at least comparable to the tenants at the Marketplace.

(c) One Faneuil Hall agrees that neither the One Faneuil Hall Property nor the Building shall be used for any of the following:

- (i) arcade, family-amusement center or recreation center with entertainment such as video games and pinball machines;
- (ii) because of the burden that seating and trash generation would put on Associates and the Associates Property, the sale of food or beverages for consumption off the premises of any tenant of the Building, except such minor food items as may be incidental to another use such as a drug store or newsstand; or

- (iii) magic shop, head shop, or for the sale of (A) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (B) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4. Construction. One Faneuil Hall shall construct or cause to be constructed upon the One Faneuil Hall Property and the Parcel the Building, substantially in accordance with the plans and specifications set forth on Exhibit B. All construction shall be performed in a workmanlike manner, and so as not to constitute a hazard or danger to persons and/or property. In addition to, and not in limitation of, the above, One Faneuil Hall agrees:

- (a) At all times during the course of construction, to maintain a passageway of at least sixteen (16) feet in width between the One Faneuil Hall Property and/or the Parcel and the South Market Building of the Marketplace, consisting of a fire lane of ten (10) feet in width and a pedestrian passageway of six (6) feet in width;

- (b) At all times during the course of construction, to maintain a pedestrian passageway of at least six (6) feet in width between the One Faneuil Hall Property and/or the Parcel and Faneuil Hall;

- (c) At all times during the course of construction, not to permit any vehicles to use or major deliveries to be made to the One Faneuil Hall Property using the Merchants Row portion of the Associates Property between the hours of 11:00 a.m. and 1:00 p.m.

- (d) At all times during the course of construction, except for temporary, short-term parking in connection with deliveries or trash removal in accordance with paragraph (c) of this Section 3, not to permit any parking or standing of vehicles by One Faneuil Hall, its agents, contractors, servants, employees, licensees or invitees upon the Associates Property without the specific written consent of Associates;

- (e) To permit Associates, with the consent of the Boston Edison Company and at Associates's sole cost, risk and expense, to utilize the Boston Edison Company transformer serving the Building and other equipment located in the transformer vault being constructed by One Faneuil Hall in an area between the One Faneuil Hall Property and Faneuil Hall for purposes of obtaining

electrical service for the Marketplace. Associates shall make arrangements for such service to the Marketplace with the Boston Edison Company, shall pay all capital and operating costs for such service directly to the Boston Edison Company and shall reimburse One Faneuil Hall on demand for any costs reasonably incurred by One Faneuil Hall by reason of Associates's participation in the use of the transformer or vault facilities as herein provided;

(f) To install at its sole cost and expense an exterior water hook-up and two electrical outlets providing 30 amps and 110 amps, respectively, of electrical service (the water hook-up and electrical outlets being hereinafter collectively referred to as the "Outlets"), to be separately metered and located as near as possible, in One Faneuil Hall's sole judgment, to the northeast corner of the Building, for use by Associates in cleaning the plaza areas of the Associates Property adjacent to the One Faneuil Hall Property. Associates expressly covenants and agrees (i) to obtain any and all easements, permits, licenses and consents that may now or hereafter be required for the installation and use of the Outlets, (ii) that any and all use of the Outlets by Associates or by its agents, employees, contractors, licensees, tenants, invitees or any other person claiming by, through or under it, shall be solely at Associates's own cost, risk and expense, and (iii) that Associates shall be solely responsible for any costs, expenses or charges associated with the operation, maintenance and repair of the Outlets subsequent to installation and hook-up. Associates hereby agrees that use of the Outlets shall not be made after 8:00 a.m. or before the later of 8:00 p.m. or the close of business for any retail tenant of the Building on any given day. Associates further covenants and agrees to pay any invoice presented by One Faneuil Hall for water or electrical charges related to use of the Outlets within 30 days of the date of tender. If any such invoice remains unpaid for more than 30 days, One Faneuil Hall shall have the right to discontinue electrical or water service to such Outlet. All obligations of One Faneuil Hall with respect to the Outlets shall cease upon completion of construction of the Building and installation and hook-up of the Outlets.

(g) To design and install at its own expense not less than one or more than two exterior lighting fixtures (the "Lights"), the design and location of which shall be satisfactory to both One Faneuil Hall and Associates, on the Associates Property between the Building and historic Faneuil Hall. Subsequent to installation of the Lights, any and all costs, expenses or charges associated with the operation, maintenance and repair of the Lights shall be solely the responsibility of Associates. If the Lights cannot reasonably be connected to electrical lines servicing the Marketplace and must be connected

to lines servicing the Building, One Faneuil Hall shall at its own cost install a separate meter therefor, and Associates hereby covenants and agrees to pay any invoice presented by One Faneuil Hall for electrical service related to the Lights within 30 days of the date of tender. If any such invoice remains unpaid for more than 30 days, One Faneuil Hall shall have the right to discontinue the electrical service to the Lights. Associates expressly covenants and agrees (i) to obtain all necessary easements, permits, licenses and consents that may now or hereafter be required for the installation and use of the Lights and (ii) that any and all use of the Lights by Associates or by its agents, employees, contractors, licensees, tenants, invitees or any other person claiming by, through or under it, shall be solely at Associates's own cost, risk and expense. All obligations of One Faneuil Hall with respect to the Lights shall cease upon completion of construction of the Building and installation of the Lights.

(h) To construct a construction fence within thirty (30) days of the execution hereof, pursuant to Section 1 of Article II of Exhibit C hereof, which shall be not less than ten feet high and which shall present a solid surface, painted a neutral color, to the former Merchants Row and Faneuil Hall Square portions of the Associates Property; and to permit Associates to decorate the surface of said fence facing the Associates Property with such graphics as it deems appropriate, excepting any advertising or promotional material whatsoever, subject to the reasonable approval of One Faneuil Hall. One Faneuil Hall shall maintain said fence in good, safe and attractive condition and repair during the course of construction of the Building and shall remove said fence upon completion of construction of the Building.

(i) That, to the extent such construction unreasonably harms or interferes with the operations of the Marketplace or its tenants, upon notice from Associates One Faneuil Hall shall take reasonable steps to remedy or minimize such interference or harm;

(j) To suspend such construction activities as jack hammering or pile-driving that would, by virtue of the noise produced thereby, unreasonably interfere with such outdoor concerts as may be given on the Associates Property in accordance with a schedule to be provided by Associates to One Faneuil Hall not less than 20 days prior to the date on which such concerts are to be performed; provided, however, that in no event shall such suspension of construction activities be required to occur before 5:00 p.m. on any given weekday or on more than any two days between Monday and Friday during any week; provided further, that between April 15 and October 15 One Faneuil Hall agrees to suspend such noise-generating construction activities between

10:00 a.m. and 10:00 p.m. on Saturday and between 12:00 p.m. and 6:00 p.m. on Sunday, upon 20 days prior written notice from Associates.

(k) Upon completion of construction of the Building, to finish the surface grades of Easement Areas A and B and the Utility Easement Areas with pavers to match the surrounding walkways in Faneuil Hall Square and Merchants Row. The pavers shall be of no lesser quality than the pavers provided by Associates in contiguous areas, and there shall be no gap between the pavers on Easement Areas A and B and the Utility Easement Areas and such contiguous areas.

5. Operation and Maintenance.

(a) Operation. One Faneuil Hall shall operate the Building in a first-class manner consistent with the high standard of operation of the Marketplace. One Faneuil Hall will require tenants of the Building to, or shall, at its expense, (a) keep the inside and outside of all glass in the doors and windows of the Building clean; (b) keep all exterior surfaces of the Building clean; (c) replace promptly any cracked or broken glass with glass of like grade and quality; (d) maintain the Building in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) light the exterior show windows, if any, within the retail areas of the Building and exterior signs during regular business hours on a schedule at least as comprehensive as the schedule now in effect at the Marketplace; and (f) require retail tenants of the Building to display merchandise in all exterior retail windows facing the Associates Property in a first-class manner consistent with the standards of the Marketplace, and use best efforts to maintain displays in all exterior windows of retail space which may from time to time be unoccupied. One Faneuil Hall will not: (g) use or permit the use by tenants of any objectionable advertising, public address systems, sound amplifiers, or reception of radio or television broadcasts which is in any manner audible or visible outside of the Building; (h) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Building; (i) cause or permit objectionable odors to emanate or to be dispelled from the Building; (j) permit the sale or display of any merchandise beyond the Building perimeter line; (k) except for temporary, short-term parking in connection with deliveries during the course of construction, in accordance with subsections (c) and (d) of Section 3 hereof, or trash removal between the hours of 8:00 p.m. and 8:00 a.m., in accordance with subsection (l) hereof, permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, or parking area of the Parcel or the Associates Property; or (l) permit any vehicles to drive on the Merchants Row portion of the Associates Property after completion

of the construction of the Building, excepting only that trash removal trucks may drive thereon and stop in front of the service entrance to the Building for no more than 20 minutes on a given occasion, between the hours of 8:00 p.m. and 8:00 a.m., provided such trucks are not left unattended.

(b) Signs. One Faneuil Hall shall not place or suffer to be placed or maintained on any exterior wall, door or window facing the Associates Property any sign, lettering or advertising matter without first obtaining Associates's written approval thereof, which approval shall not be unreasonably withheld, provided, however, that Associates's approval shall not be required for any such signage which conforms to Associates's design criteria, a copy of which is attached hereto as Exhibit E, as the same may be amended by Associates from time to time; provided, however, that any such amendment of said design criteria shall be subject to the consent of One Faneuil Hall to the extent that such criteria, as amended, are applicable to the Building. One Faneuil Hall further agrees to maintain or cause to be maintained such signage in good condition and repair at all times.

(c) Maintenance and Repair. One Faneuil Hall shall keep those portions of the One Faneuil Hall Property and the Parcel not occupied by the Building (or any successor structure) in good repair and open for general pedestrian use.

(d) Contribution to Associates's Maintenance Costs; Performance of Services. One Faneuil Hall shall pay to Associates the sum of \$50,000 per year, subject to adjustment as set forth below ("Maintenance Contribution"), to compensate Associates for the cost of providing certain services to the Easement Areas surrounding the Building ("Services") as set forth herein. Associates shall provide adequate trash receptacles on and around the Easement Areas and shall be responsible for the regular removal of trash deposited therein; provided, however, that such receptacles may not be used by One Faneuil Hall, its tenants, or agents for the deposit of any trash accumulated within the Building (if such trash is deposited in the receptacles, then notwithstanding any other remedy available to Associates, an extra charge may be assessed therefor). Associates shall also provide sweeping, removal of litter, steam cleaning and snow and ice removal for the Easement Areas. All such Services shall be provided in a manner consistent with the present standard of maintenance of Faneuil Hall Marketplace.

One Faneuil Hall's payment of the Maintenance Contribution and Associates's provision of Services shall commence upon the opening for business of the Building. The Maintenance Contribution shall be paid in twelve equal monthly installments on the first day of each calendar month beginning with the first

full month of operation of the Building (which installment shall include a prorated portion of the prior month's installment if the Building opens for business in the middle of the month). Any amount not paid within thirty (30) days of such date shall bear interest at the lesser of (i) 18%; or (ii) the highest rate permitted under Massachusetts law. The Maintenance Contribution of \$50,000 has been estimated as the cost of providing Services as of calendar year 1986. At the beginning of each calendar year beginning with 1987 (or as soon thereafter as such figures become available) the Maintenance Contribution shall be adjusted upward or downward in accordance with any increase or decrease in the Consumer Price Index for all Urban Consumers (U.S. City Average) ("CPI") in the same proportion as the CPI most recently reported as of the adjustment date bears to the CPI upon which the previous adjustment was based. For example, in January 1987 the Maintenance Contribution shall be adjusted to reflect any increase or decrease in the CPI from January 1986 to January 1987. One Faneuil Hall shall pay such adjusted Maintenance Contribution (and any proration thereof relating back to the beginning of a calendar year) as set forth above. If the CPI is changed or discontinued, Associates and One Faneuil Hall shall agree upon a substitute measurement.

Nothing in this section shall create a duty on the part of Associates to inspect or maintain Easement Areas A and B or to notify One Faneuil Hall of any defects in or on Easement Areas A and B, which obligations of inspection and maintenance shall remain the sole responsibility of One Faneuil Hall. Nothing in this section shall prevent One Faneuil Hall or Associates from terminating the foregoing arrangement relating to performance of the Services and payment of the Maintenance Contribution, for cause or not for cause, upon six month's prior written notice to the other party. All amounts due and owing shall be adjusted as of the date of such termination.

6. Protection and Indemnification.

(a) Protection of the Associates Property. One Faneuil Hall Square shall perform, or cause to be performed, all activities within or on the Easement Areas in a good and workmanlike manner, and in a fashion so as not to cause any damage to the Associates Property, and One Faneuil Hall Square shall promptly replace and repair, or cause to be replaced or repaired, any such damage and promptly remove all debris, equipment and other materials not constituting the Building or its related site improvements.

(b) Indemnification. (i) One Faneuil Hall agrees to indemnify and save Associates harmless from and against, and will defend Associates, its employees and affiliates, with competent counsel acceptable to Associates, against any and all

claims and demands for damages, costs, expenses or compensation which may be imposed upon or asserted against Associates in connection with or arising out of (A) any failure of One Faneuil Hall to perform any of its obligations under this Agreement or under any license or permit necessary in the use and occupancy of the Parcel or the Easement Areas, or (B) any use of, or any act or omission occurring on, the Parcel, the One Faneuil Hall Property or the Easement Areas by One Faneuil Hall or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees. Without limiting the generality of the foregoing, it is specifically agreed that this indemnity is intended to cover all claims and/or liability as a result of injury to third parties on the Easement Areas unless such injury is a direct result of the negligence of Associates or the failure of Associates to provide Services consistent with the standard of maintenance set forth in Section 4(d) hereof. One Faneuil Hall covenants and agrees to maintain insurance as set forth in Article VI of the Grant of Easements.

(ii) Associates agrees to indemnify and save One Faneuil Hall, its employees and affiliates harmless from and against, and will defend One Faneuil Hall, with competent counsel acceptable to One Faneuil Hall, against all claims and demands for damages, costs, expenses or compensation which may be imposed upon or asserted against One Faneuil Hall, the One Faneuil Hall Property, the Parcel or the Easement Areas by reason of, or in connection with, or arising out of (A) any failure of Associates to perform any of its obligations hereunder, or (B) any use of, or any act or omission occurring on, the Associates Property, or in connection with the decoration of the construction fence in accordance with Section 3(g) hereof or with the use, operation, maintenance or repair of the Outlets and the Lights pursuant to Sections 3(e) and (f) hereof by Associates or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees.

(c) Condition of Easement Areas. (i) One Faneuil Hall shall maintain in good condition and repair and in compliance with all laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, all portions of the Building located in or over the Easement Areas and shall promptly repair or replace any damage to the Easement Areas caused by One Faneuil Hall or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees.

(ii) With respect to any construction, reconstruction or rehabilitation conducted within the Easement Areas, One Faneuil Hall agrees to perform the same at One Faneuil Hall's expense in accordance with all applicable building codes, laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, employing all safety

measures as may reasonably be required to avoid damage or injury to persons or property on the Associates Property.

7. Additional Covenants and Agreements.

(a) Assignment. This Agreement shall be binding on, and inure to the benefit of, Associates and One Faneuil Hall and their respective successors and assigns. Each of One Faneuil Hall and Associates shall have the right to assign this Agreement to any mortgagee or successor in title with respect to the One Faneuil Hall Property, the Parcel or the Associates Property without the necessity of obtaining the consent or approval of any party hereto, provided, however, that the benefits and burdens hereof shall run with the land and be binding upon and inure to any mortgagee or successor in title without the necessity of a specific instrument of assignment of this Agreement.

(b) Estoppel Certificates. At the request of One Faneuil Hall or Associates, at any time and from time to time, the parties hereto shall execute and deliver such estoppel certificates concerning any provision of this Agreement or payments made under this Agreement which any lender, mortgagee or prospective mortgagee, or any purchaser or prospective purchaser, or any tenant or prospective tenant may reasonably request. The costs, if any, incurred in connection with obtaining such certificates shall be borne by the party requesting the same.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(d) Interpretation. If any provision of this Agreement shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby. There are no oral or written agreements between One Faneuil Hall and Associates affecting this Agreement. This Agreement may be amended only by instrument in writing executed by Associates and One Faneuil Hall. The titles of the sections contained herein are for convenience only and shall not be considered in construing this Agreement. Unless otherwise provided to the contrary herein, the words "Associates" and "One Faneuil Hall" appearing in this Agreement shall be construed to mean those named herein and their respective successors and assigns, and those claiming through or under them respectively.

(e) Cooperation. Associates and One Faneuil Hall each covenants to execute and deliver, or to cause to be executed and delivered, at any time and from time to time, any instruments which may be reasonably required in connection with this

Agreement by any party from any lender, mortgagee or prospective mortgagee. The costs, if any, incurred in connection with obtaining such instruments shall be borne by the party requesting the same.

(f) Limitation of Liability. (i) The term "Associates", as used in this Agreement, so far as covenants or obligations to be performed by Associates are concerned, shall be limited to mean and include only the lessee or lessees at the time in question of the Associates Property, and in the event of any transfer or transfers of the leasehold interest in the Associates Property, Associates (and in case of any subsequent assignment or subletting, the then assignor or sublessor) shall be automatically freed and relieved from and after the date of such assignment or subletting of all liability for the performance of any covenants or obligations on the part of Associates contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of Associates shall, subject as aforesaid, be binding on Associates, its successors and assigns only during and in respect of their respective successive periods of lease of the Associates Property. One Faneuil Hall, including its successors and assigns, agrees it shall not assert or seek to enforce any claim for breach of this Agreement against any of Associates's assets other than Associates's interest in the Associates Property and in the rents, issues and profits thereof, and One Faneuil Hall agrees to look solely to such interest for the satisfaction of any liability of or claim against Associates under this Agreement, it being specifically agreed that in no event whatsoever shall Associates*ever be personally liable for any such liability.

(ii) The term "One Faneuil Hall", as used in this Agreement, so far as covenants or obligations to be performed by One Faneuil Hall are concerned, shall be limited to mean and include only the owner or owners at the time in question of the One Faneuil Hall Property, and in the event of any transfer or transfers of title to the One Faneuil Hall Property, One Faneuil Hall herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of One Faneuil Hall contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of One Faneuil Hall shall, subject as aforesaid, be binding on One Faneuil Hall, its successors and assigns only during and in respect of their respective successive periods of ownership of the One Faneuil Hall Property. Associates, including its successors and assigns, agrees it shall not assert *or its successors or assigns (which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, beneficiaries, trustees, and officers)

or seek to enforce any claim for breach of this Agreement against any of One Faneuil Hall's assets other than One Faneuil Hall's interest in the One Faneuil Hall Property and in the rents, issues and profits thereof, and Associates agrees to look solely to such interest for the satisfaction of any liability of or claim against One Faneuil Hall under this Agreement, it being specifically agreed that in no event whatsoever shall One Faneuil Hall or its successors and assigns (which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, trustees, beneficiaries and officers) ever be personally liable for any such liability.

(g) Recording. It is intended by the parties hereto that this Agreement be recorded with the Suffolk County Registry of Deeds at One Faneuil Hall's sole cost and expense within 90 days of the execution hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered under seal as of the day and year first above written.

FANEUIL HALL MARKETPLACE ASSOCIATES

By: Faneuil Hall Marketplace. Inc.,
Managing Agent

By: JAMES B. McLAUGHLIN
Its Vice President

By: Carlyle Real Estate Limited
Partnership-75, General Partner

By: Carlyle-75 Managers, Inc.,
General Partner

By: _____
Its

By: Faneuil Hall Marketplace Limited
Partnership, General Partner

By: Quincy Market Corporation,
General Partner

By: _____
Its

ONE FANEUIL HALL SQUARE LIMITED
PARTNERSHIP

By: Gunwyn Development Corporation,
General Partner

By: _____
Peter E. Madsen, President

STATE OF Maryland

COUNTY OF Howard

February 26, 1986

Then before me personally appeared James B. McLean, Jr., known to me to be the Vice President of Faneuil Hall Marketplace, Inc., Managing Agent of Faneuil Hall Marketplace Associates, who executed the within instrument on behalf of Faneuil Hall Marketplace, Inc. and acknowledged the same to be his free act and deed and the free act and deed of said corporation and Faneuil Hall Marketplace Associates.

Notary Public
My Commission expires: July 1, 1986

STATE OF

COUNTY OF

February , 1986

Then personally appeared the above-named _____ known to me to be the _____ of Carlyle-75 Managers, Inc., who executed the foregoing instrument on behalf of Carlyle-75 Managers, Inc., general partner of Carlyle Real Estate Limited Partnership-75, general partner of Faneuil Hall Marketplace Associates, and acknowledged the same to be his free act and deed and the free act and deed of Carlyle-75 Managers, Inc., Carlyle Real Estate Limited Partnership-75 and Faneuil Hall Marketplace Associates.

Notary Public
My Commission expires: _____

STATE OF

COUNTY OF

February , 1986

Then personally appeared the above-named _____, known to me to be the _____ of Quincy Market Corporation, who executed the foregoing instrument on behalf of Quincy Market Corporation, general partner of Faneuil Hall Marketplace Limited Partnership, general partner of Faneuil Hall Marketplace Associates, and acknowledged the same to be his free act and deed and the free act and deed of Quincy Market Corporation, Faneuil Hall Marketplace Limited Partnership and Faneuil Hall Marketplace Associates.

Notary Public

My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February , 1986

Then before me personally appeared Peter E. Madsen, known to me to be the President of Gunwyn Development Corporation, who executed the within instrument on behalf of Gunwyn Development Corporation, and acknowledged same to be his free act and deed and the free act and deed of said corporation and of One Faneuil Hall Square Limited Partnership.

Notary Public

My Commission expires: _____

J O I N D E R

(to Consent to Taking and Agreement)

WHEREAS, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("Teachers") is the owner and holder of the nine certain Mortgages recorded with the Suffolk County Registry of Deeds and filed with the Suffolk County Registry District of the Land Court as hereinafter described:

1. Mortgage from Faneuil Hall Marketplace, Inc. (hereinafter also referred to as "Faneuil") to The Chase Manhattan Bank (National Association), (hereinafter "Chase") dated September 30, 1975 recorded with Suffolk County Registry of Deeds in Book 8827, Page 68 and filed with the Suffolk County Registry District of the Land Court as Document No. 325982, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$15,500,000.00, which Mortgage has been assigned to Teachers by Chase by Assignment of Mortgage dated June 21, 1978 recorded with said Deeds in Book 9070, Page 35 and filed with said District as Document No. 339504, and has been supplemented, consolidated and confirmed as a coordinate first mortgage by a Supplemental Mortgage from Faneuil Hall Marketplace Associates ("Associates") to Teachers, dated June 21, 1978, recorded with said Deeds in Book 9070, Page 41 and filed with said District as Document No. 339507 (hereinafter said Mortgage as so supplemented, consolidated and confirmed by said Supplemental Mortgage is referred to as "First Mortgage");
2. Mortgage (Mortgage A) from Faneuil to Chase dated September 30, 1975 recorded with said Deeds in Book 8827, Page 127 and filed with said District as Document No. 325984 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Second Mortgage");
3. Mortgage (Mortgage B) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 185 and filed with said District as Document No. 325986 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Third Mortgage");
4. Mortgage (Mortgage C) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 243 and filed with said District as Document No. 325988, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fourth Mortgage");

5. Mortgage (Mortgage D) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 301 and filed with said District as Document No. 325990, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fifth Mortgage");
6. Mortgage (Mortgage E) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 359 and filed with said District as Document No. 325992, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Sixth Mortgage");
7. Mortgage from Associates to Chase dated June 21, 1978 recorded with said Deeds in Book 9070, Page 103 and filed with said District as Document No. 339512, securing Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$2,900,000.00 (hereinafter called "Seventh Mortgage");
8. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 181 and filed with said District as Document No. 339515, securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$750,000.00 (hereinafter called "Eighth Mortgage");
9. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 259 and filed with said District as Document No. 339518 securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$448,000.00 (hereinafter called "Ninth Mortgage"); and

Said Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Mortgages were assigned by Chase to Teachers by assignment of Mortgages dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 5 and filed with the Suffolk County Registry District of the Land Court as Document No. 345779, and all of said nine Mortgages have been confirmed, modified and consolidated into a single first lien by a Supplemental Mortgage and Consolidation and Modification Agreement from Associates to Teachers dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 19 and filed with the Suffolk Registry District of the Land Court as Document No. 345789 and

which nine Mortgages convey certain premises of which the Parcel and Easement Areas described in the foregoing Consent to Taking and Agreement is a part,

For TEN (\$10.00) DOLLARS and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Teachers (a) does hereby consent to (i) Associates entering into the Consent to Taking and Agreement by and between One Faneuil Hall Square Limited Partnership and Associates to which this Joinder is attached and (ii) to the taking of the Parcel and the Easements (as defined therein) (the "Taking"), (b) does hereby release all claims it may have for damages or compensation with respect to the Taking, and (c) does hereby agree that in the event Teachers succeeds to the interest of Associates in the premises conveyed by the Mortgages by foreclosure or deed in lieu thereof it shall be bound by the terms and provisions of the Consent to Taking and Agreement to which this Joinder is attached.

EXECUTED as a sealed instrument this _____ day of _____, 1986.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

By _____

STATE OF NEW YORK

City and County)
of New York) SS:

, 1986

Then personally appeared the above named _____
the _____, and _____, the _____

_____, respectively of Teachers Insurance and Annuity Association of America, who are personally known to me, and being duly sworn, did state and affirm that they are the _____ and _____, respectively of Teachers Insurance and Annuity Association of America and as such duly authorized to execute and deliver the foregoing Joinder for and on behalf of said Teachers Insurance and Annuity Association of America, and acknowledged the foregoing Joinder to be the free act and deed of Teachers Insurance and Annuity Association of America, before me,

Notary Public

My commission expires:

Exhibit D

One Faneuil Hall Square Limited Partnership
c/o The Gunwyn Companies
Bulfinch Square
47 Thorndike Street
Cambridge, MA 02141

March , 1986

The Boston Redevelopment Authority
City Hall
City Hall Plaza
Boston, Massachusetts

Attention: Paul McCann, Esq.

Re: Parcel 14A, Government Center
Urban Renewal Area

Dear Paul:

In the fall of 1985, Graham Gund entered into the following License Agreements with the Boston Redevelopment Authority relating to work to be performed on Parcel 14A of the Government Center Urban Renewal Area and adjacent parcels:

1. Construction Area and Fence License Agreement;
2. License Agreement for installation of two electrical transformer vaults;
3. Early Entrance License Agreement; and
4. License Agreement for installation and relocation of water and sewer lines.

One Faneuil Hall Square Limited Partnership, a limited partnership to which Mr. Gund has transferred his interest in the Sanborn Fish Building site at One Faneuil Hall Square, has been designated as developer to construct a seven-story granite building on Parcel 14A and the Sanborn Fish Building site. One Faneuil Hall Square Limited Partnership (the Partnership), the Authority, and Faneuil Hall Marketplace Associates have this day entered into an Agreement and Grant of Easements (the Easement Agreement) which restates the licenses already granted by the Authority to Mr. Gund. The Partnership agrees that, to the extent the licenses are still in effect pursuant to their terms, and

to the extent the licenses contain requirements for the developer of One Faneuil Hall Square which are stricter or in addition to requirements imposed by the Easement Agreement, those License provisions shall govern.

Very truly yours,

One Faneuil Hall Square Limited
Partnership

By: Gunwyn Development Corporation,
General Partnre

By: _____
Peter E. Madsen, President

DEED

The Boston Redevelopment Authority, a public body politic and corporate, organized under the laws of the Commonwealth of Massachusetts and having its usual place of business at City Hall, City Hall Plaza, Boston, Suffolk County, Massachusetts, for consideration paid, and in full consideration of One Hundred Eighty-Five Thousand Dollars (\$185,000) grants to One Faneuil Hall Square Limited Partnership, a Massachusetts limited partnership having an address c/o Gunnwyn Properties, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141, with quitclaim covenants, the land in the City of Boston, in Suffolk County, Massachusetts, commonly known as One Faneuil Hall Square and more particularly described in Exhibit A attached hereto and made a part hereof. For Grantor's title, see Order of Taking dated March 20, 1986 recorded simultaneously herewith.

IN WITNESS WHEREOF, the said Boston Redevelopment Authority has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, its _____ hereto duly authorized, this ____ day of March, in the year one thousand nine hundred and eighty-six.

Signed and sealed in
the presence of

THE BOSTON REDEVELOPMENT
AUTHORITY

By: _____

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

, 1986

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority before me,

Notary Public

My commission expires:

Exhibit A

Deed Description

A certain parcel of land, located on Merchants Row in Boston, and bounded and described as follows:

EASTERLY by land N/F of Graham Gund 20.64 feet; SOUTHERLY
 again by land n/f of Graham Gund, 39.76 feet;
SOUTHERLY again by land N/F of Graham Gund, 39.76 feet;
WESTERLY by land N/F of Bertram A. Drucker, trustee, 22.50
 feet; and
NORTHERLY by Faneuil Hall Square 41.37 square feet.

Said parcel is shown as BRA Parcel 14A on the plan entitled, "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts", prepared by Whitman and Howard, Inc., dated November 7, 1985, and recorded with the Suffolk County Registry of Deeds simultaneously herewith.

DEED

The Boston Redevelopment Authority, a public body politic and corporate, organized under the laws of the Commonwealth of Massachusetts and having its usual place of business at City Hall, City Hall Plaza, Boston, Suffolk County, Massachusetts, for consideration paid, and in full consideration of One Hundred Thirteen Thousand Seven Hundred Dollars (\$113,700) grants to One Faneuil Hall Square Limited Partnership, a Massachusetts limited partnership having an address c/o Gunnwyn Properties, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141, with quitclaim covenants, the land in the City of Boston, in Suffolk County, Massachusetts, commonly known as One Faneuil Hall Square and more particularly described in Exhibit A attached hereto and made a part hereof. For Grantor's title, see Order of Taking dated March 20, 1986 recorded simultaneously herewith.

IN WITNESS WHEREOF, the said Boston Redevelopment Authority has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, its _____ hereto duly authorized, this ____ day of March, in the year one thousand nine hundred and eighty-six.

Signed and sealed in
the presence of

THE BOSTON REDEVELOPMENT
AUTHORITY

By: _____

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss. _____, 1986

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority before me,

Notary Public

My commission expires: _____

Exhibit A

Deed Description

A certain parcel of land, located on Merchants Row in Boston, and bounded and described as follows:

Easterly	by Merchants Row, in two courses, 70.84 feet and 3.16 feet;
Southerly	by land N/F of Bertram A. Druker, Trustee in three courses 7.80 feet;
Southerly	again by land N/F of Bertram A Druker, Trustee, 3.16 Feet;
Southerly	again by land N/F of Bertrum A. Druker, Trustee, 61.75 Feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, in three courses, 1.0 feet, 67.27 feet and 2.0 feet;
Southerly	again by land N/F of Bertram A. Druker, Trustee, 3.91 feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, 0.81 feet;
Northerly	by Faneuil Hall Square, in two courses 68.03 feet and 5.97 feet.

Said parcel is shown as Lots SE-1, E-1 and N-1, B.R.A. Parcel 14A, and the Graham Gund parcel on the plan entitled "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County) Massachusetts", prepared by Whitman & Howard, Inc., dated November 7, 1985, and recorded with the Suffolk County Registry of Deeds simultaneously herewith.

Graham Gund Associates, Inc.

Architects and
urban planners

220 New Street
Cambridge
Massachusetts
02141

Telephone:
617 577-9200

04 March 1986

Mr. Paul McCann
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02109

Dear Mr. McCann,

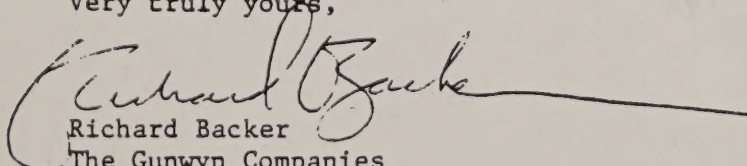
Please find enclosed the HUD disclosure statements that you requested. If you have additional questions regarding the statements themselves or if you require other information, please feel free to contact Lucy Vincent at Csaplar & Bok or to call me directly.

As you know, we have been anticipating a hearing before the Board for several months. Our financing is dependent on finalizing all agreements with the City. In December of last year we received a letter of commitment from Chemical Bank in New York committing to a loan of \$8,750,000. However, the commitment elapsed at the end of the year since we were unable to approve the loan offer, as we had not yet secured the necessary agreements with the City. Chemical is prepared to establish another letter of commitment upon notice that the above agreements have been finalized. As you may imagine, we are anxious to close as soon as possible.

In addition, during the end of 1985 we chose a general contractor, Turner Construction Company, to construct the building at One Faneuil Hall Square. Naturally we have been unable to execute a construction contract with Turner prior to executing an agreement with the City. As you may be aware, the construction bids and projections were established with the understanding that construction would commence immediately. We are particularly concerned that further delay will effect the established construction prices agreed to by Turner and relied upon by our Lender.

As the time constraints on this project have been severe, we greatly appreciate your efforts to expedite the development review and agreement process. If we can provide you with any additional information, please give me a call.

Very truly yours,



Richard Backer
The Gunwyn Companies
Project Manager

enc.

RB/bh

Statement of Beneficial Interest Required
by M.G.L. Ch. 7 Section 40J

In compliance with the provisions of Section 12 of Chapter 579 of the Acts of 1980 (codified at Section 40J of Chapter 7 of the General Laws), I hereby state, under the penalties of perjury, that written below are the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property known as Parcel 14A of the Government Center Urban Renewal Area and adjacent strips of land in the City of Boston, Massachusetts, to be purchased by One Faneuil Hall Square Limited Partnership, a Massachusetts limited partnership (the Developer) from the Boston Redevelopment Authority (BRA) pursuant to a Land Disposition Agreement to be executed by the Developer and the BRA:

One Faneuil Hall Square Limited Partnership, as owner

Gunwyn Development Corporation, a Massachusetts corporation, as a general partner of One Faneuil Hall Square Limited Partnership

Graham Gund, as a general partner and a limited partner of One Faneuil Hall Square Limited Partnership and as the sole shareholder of Gunwyn Development Corporation

Peter E. Madsen, as a limited partner of One Faneuil Hall Square Limited Partnership

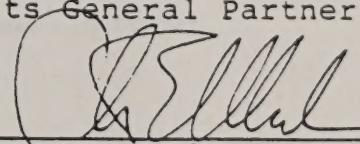
All of the above have a business address c/o Gunwyn Properties, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141.

One Faneuil Hall Square Limited
Partnership

Executed Under Seal

Dated 3/4/86

By: Gunwyn Development Corporation
its General Partner

By: 
Peter E. Madsen, President

PART I

MUD-402A
(9-79)

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Gunwyn/ One Faneuil Hall Square Limited Partnership
- b. Address and ZIP Code of Redeveloper:
47 Thorndike Street, Cambridge, Massachusetts 02141
- c. IRS Number of Redeveloper:
04-2899464
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

in Government Center Redevelopment Project Area R-35

(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Massachusetts

is described as follows²

Parcels 5 and 14A in the Government Center Urban Renewal Area, Boston, Mass.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Massachusetts

☐ A corporation.

☐ A nonprofit or charitable institution or corporation.

☒ A partnership known as Gunwyn/ One Faneuil Hall Square Limited Partnership

☐ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization: December 30, 1985

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows: See Attachment A

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹ N/A
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute board of trustees or board of directors or similar governing body. N/A
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
See Attachment A
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest. N/A
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

N/A

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5 who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper, or more than 50% of stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

N/A

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

N/A

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. 3
- b. Cost per dwelling unit of any residential redevelopment. 3
- c. Total cost of any residential rehabilitation 3
- d. Cost per dwelling unit of any residential rehabilitation 3

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE MONTHLY RENTAL</u>	<u>ESTIMATED AVERAGE SALE PRICE</u>
	<u>\$</u>	<u>\$</u>

N/A

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

N/A

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices: N/A

CERTIFICATION

I (We)¹ Gunwyn/ One Faneuil Hall Square Limited Partnership
 certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) know-
 and belief.²

Dated: _____

Dated: _____

 Signature

 Signature

Gunwyn/One Faneuil Hall Square Limited Partne
 Gunwyn Development Corporation, General Partne
 Peter Madsen, President

 Title

 Title

 Address and ZIP Code

47 Thorndike Street
 Cambridge, Massachusetts 02141

 Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.
² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

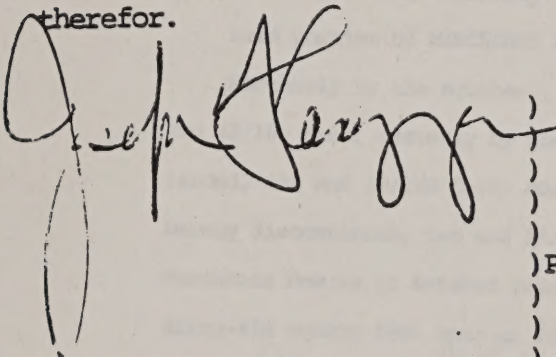
CITY OF BOSTON

IN PUBLIC IMPROVEMENT COMMISSION

March 3, 1986

VOTED:—

That this Commission determines that no person sustains damages in his estate by the making of the public improvement consisting of the discontinuance of a portion of MERCHANTS ROW, Boston Proper District, on the westerly side, from a point approximately 64 feet south of Faneuil Hall Square approximately 6 feet southerly; under an Order of the Commission of even date herewith; and awards no damages therefor.

) PUBLIC IMPROVEMENT COMMISSION
)
)
)
)
)
)

jb

In Public Improvement Commission of the City of Boston, October 31, 19x85
 Ordered:—That due notice be given, that this Commission is of the opinion that, in said city, a public improvement should be made, consisting of the discontinuance of a portion of MERCHANTS ROW, Boston Proper District, on the westerly side, from a point approximately 64 feet south of Faneuil Hall Square approximately 6 feet southerly;

substantially as shown on a plan in the office of this Commission, that it intends to pass an order for making said improvement, and that it appoints 10:00 o'clock AM, of Thursday, November 14, 19x85, and the office of this Commission as the time and place for a public hearing in the matter. A true copy of an order passed by said Commission on said day.

ATTEST:

Wm E. Darrac Executive Secretary

In Public Improvement Commission, of the City of Boston, March 6, 19x86
 Ordered:—That this Commission, having passed the order of notice relating to the public improvement hereinafter described, and having caused a copy of said order to be published November 2, 19x85 and November 4, 19x85 in the Boston Globe and the Boston Herald two daily newspapers published in the City of Boston, and having given the public hearing, notice of which was given in said order, and being of the opinion that public convenience so requires, does hereby order the making, in said city of the public improvement, shown on a plan, marked "City of Boston, Public Works Department, Engineering Division, Discontinuance Plan, Merchants Row, Boston Proper, March 3, 1986, Robert Albee, Division Engineer."

deposited in the office of the Engineering Division, Public Works Department, of said city, and named, bounded and described as follows:

A portion of the highway named MERCHANTS ROW is hereby discontinued on the westerly side, from a point approximately 64 feet south of Faneuil Hall Square approximately 6 feet southerly.

Said portion of MERCHANTS ROW as hereby discontinued is bounded:

Northerly by the southerly line of Merchants Row as hereby discontinued, eleven and 48/100 feet; easterly by the westerly line of Merchants Row as hereby discontinued, six and 18/100 feet; southerly by the northerly line of Merchants Row as hereby discontinued, ten and 15/100 feet; and westerly by the westerly line of Merchants Row as it existed prior to this order, six and 23/100 feet: containing sixty-six square feet more or less.

[Signature]

PUBLIC IMPROVEMENT COMMISSION

jb



The Commonwealth of Massachusetts
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, Massachusetts 02202

MICHAEL S. DUKAKIS
GOVERNOR

JAMES S. HOYTE
SECRETARY

CERTIFICATE OF THE SECRETARY OF ENVIRONMENTAL AFFAIRS

ON

ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME: One Faneuil Hall Square

PROJECT LOCATION: Boston

EOEA NUMBER: 5666

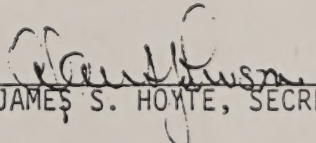
PROJECT PROPONENT: One Faneuil Hall Square Limited Partnership
c/o Graham Gund Associates

DATE NOTICED IN MONITOR: August 9, 1985

Pursuant to M.G.L., Chapter 30, Section 62A, and 10.04(9) of the Regulations Governing the Implementation of the Massachusetts Environmental Policy Act, I hereby determine that the above referenced project does not require an Environmental Impact Report.

The site of this office and retail building may contain early historic archaeological resources that could expand current knowledge of Boston's colonial seaport. The Massachusetts Historical Commission has asked that an intensive archaeological survey of the project site be undertaken. During a consultation meeting, the proponent's representative acknowledged that they would proceed with an archaeological survey and that it would be completed prior to construction.

September 6, 1985
DATE


JAMES S. HOYTE, SECRETARY

JSH/NB/bk



The Commonwealth of Massachusetts

Office of the Secretary of State
Michael Joseph Connolly, Secretary

Massachusetts Historical Commission

Valerie A. Talmage

Executive Director

State Historic Preservation Officer

February 19, 1986

Richard Backer
Graham Gund Associates
52 Otis Street
Cambridge, MA 02141

RE: One Faneuil Hall Square, Boston EOEa \$5666

Dear Mr. Backer:

Staff of the Massachusetts Historical Commission have reviewed the completion summary of the archaeological investigation of the One Faneuil Hall Square project area, which was prepared by the Public Archaeology Laboratory, Inc.

The completion summary indicates that no significant historic or prehistoric archaeological resources were found to be located within the project area for the One Faneuil Hall Square development at the site of the former Sanborn Fish building. Since no significant archaeological properties were identified, no further archaeological investigation of the project site is required in compliance with MEPA and M.G.L. Ch. 9, ss. 26-27C (950 CMR 71). The project may proceed as planned.

If you have any questions concerning these comments, please feel free to contact Brona Simon, State Archaeologist, at this office.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Talmage".

Valerie A. Talmage
Executive Director
State Historic Preservation Officer
Massachusetts Historical Commission

VAT/lis

xc: EOEa, MEPA Unit
Boston Landmarks Commission
Paul McCann, BRA



The Commonwealth of Massachusetts

Office of the Secretary of State
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February 19, 1986

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Valerie Talmage

Valerie A. Talmage
Executive Director
State Historic Preservation Officer
Massachusetts Historical Commission

VAT/lis

xc: EOE A, MEPA Unit
Boston Landmarks Commission
Paul McCann, BRA